

**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***

**This document is intended for informational purposes only.**

Users are cautioned that California Department of Transportation (Department) does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders packages and non-bidder packages, including addenda write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone number and fax number, P.O. Box and street address so that you can receive addenda.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

---

**NOTICE TO CONTRACTORS  
AND  
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE HIGHWAY IN  
ORANGE COUNTY IN LAGUNA BEACH AND IRVINE FROM ROUTE 73/133 SEPARATION  
TO 0.5 km SOUTH OF ROUTE 403/133 SEPARATION**

**DISTRICT 12, ROUTE 133**

---

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor  
Surcharge and Equipment Rental Rates.**

---

**CONTRACT NO. 12-1072U4**

**12-Ora-133-6.7/13.0**

**Federal Aid Project**

**ACSTP-P133(010)E**

**Bids Open: November 7, 2002  
Dated: September 23, 2002**

**OSD/DRB**

\*\*\*\*\*

# IMPORTANT SPECIAL NOTICES

\*\*\*\*\*

- The bidder's attention is directed to Section 5, containing specifications for "Dispute Review Board," of the Special Provisions, regarding establishing a Dispute Review Board (DRB) for the project.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **Payment Bonds**  
Attention is directed to Section 5 of the Special Provisions, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.
- Federal minimum wage rates for this project are no longer included in the "Proposal and Contract" book. They will be available through the California Department of Transportation's Electronic Project Document Distribution Internet Web Site at <http://hqidoc1.dot.ca.gov/>. See Notice to Contractors.
- Attention is directed to Section 1, "Specifications and Plans," of these special provisions for Amendments To July 1999 Standard Specifications. Amendments to the various sections of the Standard Specification have been consolidated into Section 1 and dated to reflect the most recent revision.



# TABLE OF CONTENTS

NOTICE TO CONTRACTORS .....	1
COPY OF ENGINEER'S ESTIMATE .....	3
SPECIAL PROVISIONS .....	10
SECTION 1. SPECIFICATIONS AND PLANS .....	10
AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS .....	10
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS .....	44
2-1.01 GENERAL .....	44
2-1.015 FEDERAL LOBBYING RESTRICTIONS .....	45
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....	45
2-1.02A DBE GOAL FOR THIS PROJECT .....	47
2-1.02B SUBMISSION OF DBE INFORMATION .....	47
SECTION 3. AWARD AND EXECUTION OF CONTRACT .....	48
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....	48
SECTION 5. GENERAL .....	49
SECTION 5-1. MISCELLANEOUS .....	49
5-1.01 PLANS AND WORKING DRAWINGS .....	49
5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK .....	49
5-1.012 DIFFERING SITE CONDITIONS .....	49
5-1.013 LINES AND GRADES .....	49
5-1.015 LABORATORY .....	49
5-1.017 CONTRACT BONDS .....	49
5-1.019 COST REDUCTION INCENTIVE .....	49
5-1.02 LABOR NONDISCRIMINATION .....	50
5-1.022 PAYMENT OF WITHHELD FUNDS .....	50
5-1.03 INTEREST ON PAYMENTS .....	50
5-1.031 FINAL PAYMENT AND CLAIMS .....	50
5-1.04 PUBLIC SAFETY .....	51
5-1.05 TESTING .....	52
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES .....	52
5-1.07 YEAR 2000 COMPLIANCE .....	52
5-1.075 BUY AMERICA REQUIREMENTS .....	52
5-1.08 SUBCONTRACTOR AND DBE RECORDS .....	53
5-1.083 DBE CERTIFICATION STATUS .....	53
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS .....	53
5-1.09 SUBCONTRACTING .....	54
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS .....	54
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	54
5-1.103 RECORDS .....	54
5-1.11 PARTNERING .....	55
5-1.114 VALUE ANALYSIS .....	55
5-1.12 DISPUTE REVIEW BOARD .....	56
5-1.13 FORCE ACCOUNT PAYMENT .....	66
5-1.14 RESPONSIBILITY TO OTHER ENTITIES .....	67
5-1.15 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS .....	67
5-1.16 AREAS FOR CONTRACTOR'S USE .....	68
5-1.17 PAYMENTS .....	68
5-1.18 PROJECT INFORMATION .....	69
5-1.19 SOUND CONTROL REQUIREMENTS .....	69
5-1.20 COUNTY OF ORANGE PARK REGULATIONS .....	69
5-1.21 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME .....	70
5-1.22 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD .....	70
5-1.23 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS .....	70
5-1.24 FIRE PLAN .....	71

5-1.25 AERIALY DEPOSITED LEAD .....	72
5-1.26 ENVIRONMENTALLY SENSITIVE AREA (ESA) .....	72
5-1.27 ARCHAEOLOGICAL MONITORING REQUIREMENTS .....	72
5-1.28 PALEONTOLOGICAL MONITORING REQUIREMENTS .....	73
5-1.29 BIOLOGICAL MONITORING REQUIREMENTS .....	73
SECTION 6. (BLANK) .....	74
SECTION 7. (BLANK) .....	74
SECTION 8. MATERIALS .....	74
SECTION 8-1. MISCELLANEOUS .....	74
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS .....	74
8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS .....	80
8-1.03 STATE-FURNISHED MATERIALS .....	85
8-1.04 SLAG AGGREGATE .....	85
8-1.05 ENGINEERING FABRICS .....	86
SECTION 8-2. CONCRETE .....	86
8-2.01 PORTLAND CEMENT CONCRETE .....	86
SECTION 8-3. WELDING .....	88
8-3.01 WELDING .....	88
GENERAL .....	88
WELDING QUALITY CONTROL .....	89
PAYMENT .....	92
SECTION 9. DESCRIPTION OF BRIDGE WORK .....	92
SECTION 10. CONSTRUCTION DETAILS .....	92
SECTION 10-1. GENERAL .....	92
10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS .....	92
10-1.01 ORDER OF WORK .....	93
10-1.02 WATER POLLUTION CONTROL .....	95
RETENTION OF FUNDS .....	96
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS .....	96
COST BREAK-DOWN .....	98
SWPPP IMPLEMENTATION .....	101
MAINTENANCE .....	102
REPORTING REQUIREMENTS .....	102
SAMPLING AND ANALYTICAL REQUIREMENTS .....	103
PAYMENT .....	104
10-1.03 TEMPORARY SOIL STABILIZATION .....	105
MATERIALS .....	105
APPLICATION .....	105
MEASUREMENT AND PAYMENT .....	105
10-1.04 TEMPORARY MULCH .....	105
MATERIALS .....	105
APPLICATION .....	106
MEASUREMENT AND PAYMENT .....	106
10-1.05 TEMPORARY CULVERTS .....	106
10-1.06 TEMPORARY FIBER ROLL .....	106
MATERIALS .....	106
INSTALLATION .....	107
MEASUREMENT AND PAYMENT .....	107
10-1.07 TEMPORARY FENCE (TYPE ESA) .....	107
10-1.08 PRESERVATION OF PROPERTY .....	108
10-1.09 COOPERATION .....	108
10-1.10 PROGRESS SCHEDULE (CRITICAL PATH METHOD) .....	108
DEFINITIONS .....	108
GENERAL REQUIREMENTS .....	109
COMPUTER SOFTWARE .....	110
NETWORK DIAGRAMS, REPORTS AND DATA .....	110

PRE-CONSTRUCTION SCHEDULING CONFERENCE .....	111
BASELINE SCHEDULE .....	112
UPDATE SCHEDULE.....	112
TIME IMPACT ANALYSIS.....	112
FINAL UPDATE SCHEDULE .....	113
RETENTION .....	113
PAYMENT.....	113
10-1.11 TIME-RELATED OVERHEAD.....	114
10-1.12 OBSTRUCTIONS.....	115
10-1.13 DUST CONTROL.....	118
10-1.14 MOBILIZATION.....	118
10-1.15 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES.....	118
10-1.16 CONSTRUCTION AREA SIGNS .....	119
10-1.17 MAINTAINING TRAFFIC .....	119
10-1.18 CLOSURE REQUIREMENTS AND CONDITIONS .....	121
CLOSURE SCHEDULE .....	122
CONTINGENCY PLAN.....	122
LATE REOPENING OF CLOSURES .....	122
COMPENSATION.....	122
10-1.19 CONSTRUCTION ZONE ENHANCED ENFORCEMENT.....	122
10-1.20 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE .....	123
10-1.21 TEMPORARY PAVEMENT DELINEATION .....	124
GENERAL .....	124
TEMPORARY LANELINE AND CENTERLINE DELINEATION .....	124
TEMPORARY EDGELINE DELINEATION .....	125
TEMPORARY TRAFFIC STRIPE (PAINT) .....	125
TEMPORARY PAVEMENT MARKING (PAINT).....	125
TEMPORARY PAVEMENT MARKERS.....	126
MEASUREMENT AND PAYMENT .....	126
10-1.22 PORTABLE CHANGEABLE MESSAGE SIGN.....	126
10-1.23 TEMPORARY RAILING.....	126
10-1.24 CHANNELIZER.....	127
10-1.25 TEMPORARY CRASH CUSHION MODULE.....	127
10-1.26 EXISTING HIGHWAY FACILITIES.....	128
REMOVE METAL BEAM GUARD RAILING .....	128
REMOVE PAVEMENT MARKER.....	128
REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING.....	128
REMOVE DRAINAGE FACILITY .....	129
REMOVE ROADSIDE SIGN .....	129
REMOVE FENCE (TYPE BW) .....	130
RELOCATE ROADSIDE SIGN.....	130
REMOVE PORTLAND CEMENT CONCRETE PAVEMENT .....	130
REMOVE BASE AND SURFACING .....	130
REMOVE CONCRETE BARRIER (TYPE K).....	130
10-1.27 CLEARING AND GRUBBING.....	130
10-1.28 WATERING.....	131
10-1.29 EARTHWORK .....	131
10-1.30 SUBGRADE ENHANCEMENT FABRIC.....	133
MATERIALS .....	133
TESTING .....	133
INSTALLATION AND CONSTRUCTION.....	134
MEASUREMENT AND PAYMENT .....	134
10-1.31 MATERIAL CONTAINING AERIALY DEPOSITED LEAD.....	134
LEAD COMPLIANCE PLAN .....	134
EXCAVATION AND TRANSPORTATION PLAN.....	135
DUST CONTROL.....	135
MATERIAL TRANSPORTATION .....	135

MEASUREMENT AND PAYMENT .....	136
10-1.32 DUFF.....	136
10-1.33 MOVE-IN/MOVE-OUT (EROSION CONTROL).....	136
10-1.34 EROSION CONTROL (TYPE D) .....	137
MATERIALS .....	137
APPLICATION .....	140
MEASUREMENT AND PAYMENT .....	140
10-1.35 IRRIGATION CROSSEOVERS .....	140
10-1.36 INSTALL WILDLIFE WATER GUZZLER.....	141
10-1.37 ROADSIDE CLEARING.....	141
10-1.38 AGGREGATE SUBBASE.....	142
10-1.39 AGGREGATE BASE .....	142
10-1.40 DECOMPOSED GRANITE .....	142
10-1.41 LEAN CONCRETE BASE .....	142
10-1.42 TREATED PERMEABLE BASE.....	143
10-1.43 ASPHALT CONCRETE .....	143
10-1.44 ASPHALT CONCRETE (MISCELLANEOUS AREAS).....	145
10-1.45 RUBBERIZED ASPHALT CONCRETE (TYPE G).....	145
GENERAL .....	145
PAVING ASPHALT .....	146
ASPHALT MODIFIER.....	146
CRUMB RUBBER MODIFIER (CRM) .....	147
ASPHALT-RUBBER BINDER.....	148
EQUIPMENT FOR PRODUCTION OF ASPHALT-RUBBER BINDER.....	149
AGGREGATE.....	150
PROPORTIONING, SPREADING AND COMPACTING .....	150
MEASUREMENT AND PAYMENT .....	153
10-1.46 PILING.....	153
GENERAL .....	153
MEASUREMENT AND PAYMENT (PILING) .....	156
10-1.47 CONCRETE STRUCTURES .....	156
FALSEWORK.....	156
DECK CRACK TREATMENT .....	157
MEASUREMENT AND PAYMENT .....	159
10-1.48 STRUCTURE APPROACH SLABS (TYPE N) .....	159
GENERAL .....	160
STRUCTURE APPROACH DRAINAGE SYSTEM .....	160
ENGINEERING FABRICS.....	160
TREATED PERMEABLE BASE UNDER APPROACH SLAB .....	161
APPROACH SLABS.....	161
JOINTS.....	162
MEASUREMENT AND PAYMENT .....	162
10-1.49 SEALING JOINTS.....	162
10-1.50 ARCHITECTURAL SURFACE (TEXTURED CONCRETE) .....	162
TEST PANEL.....	162
FORM LINERS.....	163
RELEASING FORM LINERS.....	163
CURING.....	163
MEASUREMENT AND PAYMENT .....	163
PAYMENT.....	164
10-1.51 REINFORCEMENT .....	164
ULTIMATE BUTT SPLICES.....	164
SERVICE BUTT SPLICES .....	167
EPOXY-COATED PREFABRICATED REINFORCEMENT .....	170
MEASUREMENT AND PAYMENT .....	171
10-1.52 ROADSIDE SIGNS .....	171
10-1.53 PLASTIC PIPE .....	171



10-1.54 REINFORCED CONCRETE PIPE.....	171
10-1.55 CORRUGATED METAL PIPE.....	172
10-1.56 EDGE DRAIN.....	172
10-1.57 PERMEABLE MATERIAL.....	172
10-1.58 MISCELLANEOUS FACILITIES.....	173
10-1.59 SLOPE PROTECTION.....	173
10-1.60 GABIONS.....	173
MATERIALS.....	173
GRADING, EXCAVATION AND BACKFILL.....	175
ROCK SLOPE PROTECTION FABRIC PLACEMENT.....	175
CONSTRUCTION.....	175
ASSEMBLY OF SUCCESSIVE GABION BASKETS (GABION-TO-GABION JOINTS).....	175
ASSEMBLY OF MULTIPLE LAYERED GABIONS.....	176
ASSEMBLY OF SHEAR KEY GABIONS.....	176
ASSEMBLY OF TRANSITIONAL GABIONS.....	176
FILLING WITH ROCK.....	176
CLOSURE OF LIDS.....	176
MEASUREMENT.....	176
PAYMENT.....	176
10-1.61 MISCELLANEOUS CONCRETE CONSTRUCTION.....	176
10-1.62 MISCELLANEOUS IRON AND STEEL.....	177
10-1.63 FENCE (TYPE WIRE, 5-STRAND, WOOD POST).....	177
10-1.64 CHAIN LINK FENCE.....	177
10-1.65 DELINEATORS.....	177
10-1.66 METAL BEAM GUARD RAILING.....	177
TERMINAL SYSTEM (TYPE SRT).....	177
10-1.67 TUBULAR HAND RAILING.....	178
10-1.68 CABLE RAILING.....	178
10-1.69 CONCRETE BARRIER.....	178
10-1.70 CRASH CUSHION, SAND FILLED.....	178
10-1.71 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING.....	179
10-1.72 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING.....	179
10-1.73 PAVEMENT MARKERS.....	179
SECTION 10-2. (BLANK).....	179
SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS.....	179
10-3.01 DESCRIPTION.....	179
10-3.02 COST BREAK-DOWN.....	179
10-3.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS.....	180
10-3.04 FOUNDATIONS.....	180
10-3.05 CONDUIT.....	180
10-3.06 PULL BOXES.....	180
10-3.07 CONDUCTORS AND WIRING.....	180
10-3.08 VEHICLE SIGNAL FACES AND SIGNAL HEADS.....	180
10-3.09 DETECTORS.....	180
SECTION 11. (BLANK).....	180
SECTION 12. (BLANK).....	180
SECTION 13. (BLANK).....	180
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	181

# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words and Crosswalks
A62A	Excavation and Backfill - Miscellaneous Details
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts
A62E	Excavation and Backfill - Cast-In-Place Reinforced Concrete Box and Arch Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73A	Object Markers
A73B	Markers
RSP A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77E	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
RSP A77G	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT)
A77H	Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details
A77IA	Metal Beam Guard Railing – End Treatment, Buried Post Anchor
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
RSP A77L	Metal Beam Guard Railing and Single Faced Barrier Railing Terminal System - End Treatments
A81A	Crash Cushion, Sand Filled (Unidirectional)
A81B	Crash Cushion, Sand Filled (Unidirectional)
A81C	Crash Cushion, Sand Filled (Bidirectional)
A85	Chain Link Fence
A86	Barbed Wire and Wire Mesh Fences
A87	Curbs, Dikes and Driveways
D73	Drainage Inlets
D74A	Drainage Inlets
D74B	Drainage Inlets
D74C	Drainage Inlet Details
D75B	Pipe Inlets
D75C	Pipe Inlets

D77A	Grate Details
D77B	Bicycle Proof Grate Details
D79	Precast Reinforced Concrete Pipe - Direct Design Method
D80	Cast-in-Place Reinforced Concrete Single Box Culvert
D81	Cast-in-Place Reinforced Concrete Double Box Culvert
RSP D82	Cast-in-Place Reinforced Concrete Culvert Miscellaneous Details
RSP D84	Box Culvert Wingwalls - Types A, B and C
D85	Box Culvert Wingwalls - Types D and E
D86B	Pipe Culvert Headwalls, Endwalls and Warped Wingwalls
D87D	Overside Drains
D88	Construction Loads On Culverts
RSP D89	Pipe Headwalls
D90	Pipe Culvert Headwalls, Endwalls and Wingwalls -Types A, B and C
D93A	Pipe Riser Connections
D93B	Drainage Inlet Riser Connections
D93C	Pipe Riser With Debris Rack Cage
D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe Coupling Details No. 2 - Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Downdrains
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
D99A	Structural Section Drainage System Details
D99B	Edge Drain Outlet and Vent Details
D99C	Edge Drain Cleanout and Vent Details
D100A	Gabion Basket Details No. 1
D100B	Gabion Basket Details No. 2
D101	Channel Slope Protection Details
D102	Underdrains
H1	Planting and Irrigation - Abbreviations
H2	Planting and Irrigation - Symbols
H8	Planting and Irrigation Details
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T7	Construction Project Funding Identification Signs
T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Lane Closure On Multilane Conventional Highways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T14	Traffic Control System for Ramp Closure
B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
B2-5	Pile Details-Class 400 and Class 625
B2-6	Pile Details-Class 400C and Class 625C
B6-21	Joint Seals (Maximum Movement Rating = 50 mm)
B7-1	Box Girder Details
B7-10	Utility Opening - Box Girder
B11-47	Cable Railing

B11-51	Tubular Hand Railing
RSP B11-55	Concrete Barrier Type 732
B14-3	Communication and Sprinkler Control Conduits (Conduit Less Than size 103)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-4A	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-4C	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-4D	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-4E	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-5A	Signal, Lighting and Electrical Systems - Detectors
ES-5B	Signal, Lighting and Electrical Systems - Detectors
ES-5E	Signal, Lighting and Electrical Systems - Detectors
RSP ES-7E	Signal and Lighting Standards - Case 3 Arm Loading, Wind Velocity = 129 km/h, Arm Lengths 4.6 m to 13.7 m
ES-7M	Signal and Lighting Standards - Details No. 1
ES-7N	Signal and Lighting Standards - Details No. 2
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-10	Signal, Lighting and Electrical Systems - Isolux Diagrams
ES-11	Signal, Lighting and Electrical Systems - Foundation Installations
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details
ES-13B	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings

DEPARTMENT OF TRANSPORTATION

---

NOTICE TO CONTRACTORS

---

CONTRACT NO. 12-1072U4

12-Ora-133-6.7/13.0

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION  
ON STATE HIGHWAY IN ORANGE COUNTY IN LAGUNA BEACH AND IRVINE FROM ROUTE 73/133  
SEPARATION TO 0.5 km SOUTH OF ROUTE 403/133 SEPARATION**

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on November 7, 2002, at which time they will be publicly opened and read in Room C - 1116 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR  
CONSTRUCTION ON STATE HIGHWAY IN ORANGE COUNTY IN LAGUNA BEACH AND IRVINE FROM  
ROUTE 73/133 SEPARATION TO 0.5 km SOUTH OF ROUTE 403/133 SEPARATION**

General work description: Existing highway to be realigned by grading and placing asphalt concrete and rubberized asphalt concrete over an aggregate base and construct 4 cast-in-place reinforced haunched concrete bridges.

This project has a goal of 15 percent disadvantaged business enterprise (DBE) participation.  
No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE  
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE  
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-12.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at <http://hqidoc1.dot.ca.gov/>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated September 23, 2002

AFL

**COPY OF ENGINEER'S ESTIMATE**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**  
**12-1072U4**

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM
2	070018	TIME-RELATED OVERHEAD	WD	650
3 (S)	071325	TEMPORARY FENCE (TYPE ESA)	M	4100
4	073028	450 MM TEMPORARY CULVERT	M	260
5	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
6	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
7	029909	TEMPORARY SOIL STABILIZATION BONDED FIBER MATRIX	M2	90 150
8 (S)	074026	TEMPORARY MULCH	M2	102 050
9	074028	TEMPORARY FIBER ROLL	M	7360
10 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
11 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
12 (S)	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2	250
13 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	34 700
14 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	170
15 (S)	120300	TEMPORARY PAVEMENT MARKER	EA	1530
16 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM
17 (S)	129000	TEMPORARY RAILING (TYPE K)	M	130
18 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	22
19 (S)	029910	REMOVE YELLOW PROFILED THERMOPLASTIC TRAFFIC STRIPE	M	6320
20 (S)	150606	REMOVE FENCE (TYPE BW)	M	4440

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S)	150662	REMOVE METAL BEAM GUARD RAILING	M	820
22 (S)	150711	REMOVE PAINTED TRAFFIC STRIPE	M	16 700
23 (S)	029911	REMOVE YELLOW TRAFFIC STRIPE (PAINT)	M	17 800
24 (S)	150712	REMOVE PAINTED PAVEMENT MARKING	M2	250
25	150744	REMOVE ROADSIDE SIGN (WOOD POST)	EA	120
26	150805	REMOVE CULVERT	M	6
27	150846	REMOVE CONCRETE PAVEMENT	M2	34 000
28	150860	REMOVE BASE AND SURFACING	M3	28 100
29	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	8
30	152387	RELOCATE ROADSIDE SIGN-TWO POST	EA	3
31	029912	REMOVE CONCRETE (WINGWALL)	EA	2
32	153229	REMOVE CONCRETE BARRIER (TYPE K)	M	62
33	156535	REMOVE BOX CULVERT	M3	330
34	160101	CLEARING AND GRUBBING	LS	LUMP SUM
35	170101	DEVELOP WATER SUPPLY	LS	LUMP SUM
36	190101	ROADWAY EXCAVATION	M3	590 000
37	190103	ROADWAY EXCAVATION (TYPE Y) (AERIALY DEPOSITED LEAD)	M3	630
38 (S)	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
39 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	1407
40 (F)	192020	STRUCTURE EXCAVATION (TYPE D)	M3	176



Item	Item Code	Item	Unit of Measure	Estimated Quantity
41 (F)	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	439
42	029913	CLEAN SAND	M3	40
43 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	986
44 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	339
45	198200	SUBGRADE ENHANCEMENT FABRIC	M2	23 900
46 (S)	200002	ROADSIDE CLEARING	LS	LUMP SUM
47 (S)	202007	DUFF	M2	169 000
48 (S)	203003	STRAW (EROSION CONTROL)	TONN	60
49 (S)	203014	FIBER (EROSION CONTROL)	KG	62 000
50 (S)	029914	ENDOMYCORRHIZAL INOCULUM	KG	770
51 (S)	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	5
52 (S)	029915	PURE LIVE SEED (TYPE 1) (EROSION CONTROL)	KG	110
53 (S)	029916	PURE LIVE SEED (TYPE 2) (EROSION CONTROL)	KG	350
54 (S)	029917	PURE LIVE SEED (TYPE 3) (EROSION CONTROL)	KG	130
55 (S)	203056	COMMERCIAL FERTILIZER (EROSION CONTROL)	KG	6370
56 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	3900
57 (S)	208748	300 MM BITUMINOUS COATED STEEL PIPE CONDUIT (1.63 MM THICK)	M	1210
58	029918	INSTALL WILDLIFE WATER GUZZLER	EA	5
59	250201	CLASS 2 AGGREGATE SUBBASE	M3	4480
60	260201	CLASS 2 AGGREGATE BASE	M3	31 000

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61	029919	DECOMPOSED GRANITE	M3	88
62 (F)	280000	LEAN CONCRETE BASE	M3	101
63	290211	ASPHALT TREATED PERMEABLE BASE	M3	10 600
64	390154	ASPHALT CONCRETE (TYPE B)	TONN	21 100
65	390206	RUBBERIZED ASPHALT CONCRETE (TYPE G)	TONN	13 500
66	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	90
67	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	320
68	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	M	360
69	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	11 800
70	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	960
71	395000	LIQUID ASPHALT (PRIME COAT)	TONN	180
72	490770	FURNISH PILING (CLASS 625) (ALTERNATIVE V)	M	163
73 (S)	490771	DRIVE PILE (CLASS 625) (ALTERNATIVE V)	EA	36
74	490774	FURNISH PILING (CLASS 625C) (ALTERNATIVE V)	M	945
75 (S)	490775	DRIVE PILE (CLASS 625C) (ALTERNATIVE V)	EA	78
76	491009	FURNISH PILING (CLASS 400) (ALTERNATIVE V)	M	596
77 (S)	491010	DRIVE PILE (CLASS 400) (ALTERNATIVE V)	EA	72
78 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	119
79 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	3348
80 (F)	049137	STRUCTURAL CONCRETE, INVERT SLAB	M3	298

Item	Item Code	Item	Unit of Measure	Estimated Quantity
81 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	144
82 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	543
83 (F)	510413	CLASS 1 CONCRETE (BOX CULVERT)	M3	984.5
84 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	595
85 (F)	511046	HEAVY BLAST TEXTURE	M2	219
86 (S)	519120	JOINT SEAL (MR 15 MM)	M	249
87 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	459 138
88 (S)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	10 188
89 (S-F)	520107	BAR REINFORCING STEEL (BOX CULVERT)	KG	122 078
90	566011	ROADSIDE SIGN - ONE POST	EA	190
91	566012	ROADSIDE SIGN - TWO POST	EA	5
92	641132	300 MM PLASTIC PIPE	M	40
93	029920	300MM PERFORATED PLASTIC PIPE	M	6
94	650069	450 MM REINFORCED CONCRETE PIPE	M	1390
95	650075	600 MM REINFORCED CONCRETE PIPE	M	5560
96	650077	750 MM REINFORCED CONCRETE PIPE	M	1020
97	650079	900 MM REINFORCED CONCRETE PIPE	M	280
98	650081	1050 MM REINFORCED CONCRETE PIPE	M	200
99	650084	1200 MM REINFORCED CONCRETE PIPE	M	720
100	029921	3300 MM REINFORCED CONCRETE PIPE	M	86

Item	Item Code	Item	Unit of Measure	Estimated Quantity
101	664095	600 MM BITUMINOUS COATED CORRUGATED STEEL PIPE (1.63 MM THICK)	M	10
102	681134	80 MM PLASTIC PIPE (EDGE DRAIN)	M	12 300
103	681137	80 MM PLASTIC PIPE (EDGE DRAIN OUTLET)	M	790
104	682001	PERMEABLE MATERIAL	M3	10
105	029922	900MM BITUMINOUS COAT CORRUGATED STEEL PIPE INLET (1.99MM THICK)	M	17
106	029923	1650MM BITUMINOUS COAT CORRUGATED STEEL PIPE INLET (3.51MM THICK)	M	10
107	703373	1200 MM BITUMINOUS COATED CORRUGATED STEEL PIPE RISER (2.77 MM THICK)	M	4
108	705336	450 MM ALTERNATIVE FLARED END SECTION	EA	8
109	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	3
110	707244	900 MM PRECAST CONCRETE PIPE MANHOLE	M	18
111	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	TONN	76
112	721011	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	TONN	250
113	721023	ROCK SLOPE PROTECTION (1/2T, METHOD B)	TONN	14 600
114	721024	ROCK SLOPE PROTECTION (1/4T, METHOD B)	TONN	2190
115	721609	CONCRETED-ROCK SLOPE PROTECTION (FACING, METHOD B)	TONN	330
116	722020	GABION	M3	910
117	729010	ROCK SLOPE PROTECTION FABRIC	M2	7800
118	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	170
119 (S-F)	750001	MISCELLANEOUS IRON AND STEEL	KG	28 794
120 (S)	029924	FENCE (TYPE WIRE, 5-STRAND, WOOD POST)	M	3280

Item	Item Code	Item	Unit of Measure	Estimated Quantity
121 (S)	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	1040
122 (S)	800423	CHAIN LINK FENCE (TYPE CL-2.4)	M	1910
123 (S)	029925	5.0M CL GATE (TYPE CL 2.4)	EA	2
124	820107	DELINEATOR (CLASS 1)	EA	230
125 (S)	832001	METAL BEAM GUARD RAILING	M	2560
126 (S-F)	833088	TUBULAR HANDRAILING	M	539
127 (S-F)	839521	CABLE RAILING	M	27
128 (S)	839551	TERMINAL SECTION (TYPE B)	EA	17
129 (S)	839553	END SECTION	EA	5
130 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	23
131 (S)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	13
132 (S)	839631	CRASH CUSHION MODULE, SAND FILLED	EA	2
133	049138	CONCRETE BARRIER TYPE 732 (MOD)	M	556
134 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	260
135 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	26 600
136 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	430
137 (S)	840570	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 10.98 M - 3.66 M)	M	12 800
138 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	M	1870
139 (S)	861501	MODIFY SIGNAL AND LIGHTING	LS	LUMP SUM
140	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

---

**SPECIAL PROVISIONS**

**Annexed to Contract No. 12-1072U4**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

**AMENDMENTS TO JULY 1999 STANDARD  
SPECIFICATIONS**

**UPDATED JUNE 13, 2002**

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

**SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS**

Issue Date: June 6, 2002

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

**2-1.03 Examination of Plans, Specifications, Contract, and Site of Work**

- The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.
- The submission of a bid shall also be conclusive evidence that the bidder is satisfied that the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

- Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.
- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.
- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.
- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."
- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.
- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.
- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.
- The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.
- No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

## **SECTION 5: CONTROL OF WORK**

Issue Date: December 31, 2001

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

### **5-1.02A Excavation Safety Plans**

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

Contract No. 12-1072U4

- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

## **SECTION 19: EARTHWORK**

Issue Date: December 31, 2001

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

## **SECTION 42: GROOVE AND GRIND PAVEMENT**

Issue Date: December 31, 2001

The last sentence of the first subparagraph of the third paragraph in Section 42-2.02, "Construction," of the Standard Specifications is amended to read:

After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.10, "Final Finishing."

## **SECTION 49: PILING**

Issue Date: December 31, 2001

Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended by adding the following paragraph after the seventh paragraph:

- The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

The first and second paragraphs in Section 49-4.01, "Description," of the Standard Specifications are amended to read:

- Cast-in-place concrete piles shall consist of one of the following:
  - A. Steel shells driven permanently to the required bearing value and penetration and filled with concrete.
  - B. Steel casings installed permanently to the required penetration and filled with concrete.
  - C. Drilled holes filled with concrete.
  - D. Rock sockets filled with concrete.

- The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."



The fourth paragraph in Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

- After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The third paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

## **SECTION 50: PRESTRESSING CONCRETE**

Issue Date: December 31, 2001

Section 50-1.02, "Drawings," of the Standard Specifications is amended by adding the following paragraph after the second paragraph:

- Each working drawing submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate working drawing submittal.

Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

- Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.

- In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.

- In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

- A. The coating material shall be on the Department's list of approved coating materials for epoxy-coated strand, available from the Transportation Laboratory.
- B. The film thickness of the coating after curing shall be 381  $\mu\text{m}$  to 1143  $\mu\text{m}$ .
- C. Prior to coating the strand, the Contractor shall furnish to the Transportation Laboratory a representative 230-g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.
- D. Prior to use of the epoxy-coated strand in the work, written certifications referenced in ASTM Designation: A 882/A 882M, including a representative load-elongation curve for each size and grade of strand to be used and a copy of the quality control tests performed by the manufacturer, shall be furnished to the Engineer.
- E. In addition to the requirements in Section 50-1.10, "Samples for Testing," four 1.5-m long samples of coated strand and one 1.5-m long sample of uncoated strand of each size and reel shall be furnished to the Engineer for testing. These samples, as selected by the Engineer, shall be representative of the material to be used in the work.
- F. Epoxy-coated strand shall be cut using an abrasive saw.
- G. All visible damage to coatings caused by shipping and handling, or during installation, including cut ends, shall be repaired in conformance with the requirements in ASTM Designation: A 882/A 882M. The patching material shall be furnished by the manufacturer of the epoxy powder and shall be applied in conformance with the manufacturer's written recommendations. The patching material shall be compatible with the original epoxy coating material and shall be inert in concrete.

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.

- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.

- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.

- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.

- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.

- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.

- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.

- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.

- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.

- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.

- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.

- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.

- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

The thirteenth paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

- Prestressing steel in pretensioned members shall not be cut or released until the concrete in the member has attained a compressive strength of not less than the value shown on the plans or 28 MPa, whichever is greater. In addition to these concrete strength requirements, when epoxy-coated prestressing steel strand is used, the steel shall not be cut or released until the temperature of the concrete surrounding the strand is less than 65°C, and falling.

The fifth paragraph in Section 50-1.10, "Samples for Testing," of the Standard Specifications is amended to read:

- The following samples of materials and tendons, selected by the Engineer from the prestressing steel at the plant or jobsite, shall be furnished by the Contractor to the Engineer well in advance of anticipated use:
  - For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
  - For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.
  - If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

The second paragraph in Section 50-1.11, "Payment," of the Standard Specifications is amended to read:

- The contract lump sum prices paid for prestressing cast-in-place concrete of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, placing, and tensioning the prestressing steel in cast-in-place concrete structures, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

## **SECTION 51: CONCRETE STRUCTURES**

Issue Date: December 31, 2001

The first and second paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are amended to read:

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.
- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

The seventh paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended by adding the following paragraphs:

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.
- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

The first paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m<sup>2</sup> for the combined live and dead load regardless of slab thickness.

The eighth paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.

The third paragraph in Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended by adding the following paragraphs:

- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.
- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended by adding the following paragraph:

- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.

The sixth paragraph in Section 51-1.09, "Placing Concrete," of the Standard Specifications is amended to read:

- Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement or epoxy-coated prestressing steel shall have a resilient covering to prevent damage to the epoxy-coating on the reinforcement or prestressing steel.

The table in the ninth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by deleting the thirteenth and fourteenth paragraphs.

The fourteenth paragraph in Section 51-1.23, "Payment," of the Standard Specifications is amended by deleting "and injecting epoxy in cracks".

## **SECTION 52: REINFORCEMENT**

Issue Date: December 31, 2001

The third paragraph in Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph in Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (μm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph in Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

## **SECTION 55: STEEL STRUCTURES**

Issue Date: December 31, 2001

Section 55-3.14, "Bolted Connections," of the Standard Specifications is amended by adding the following after the ninth paragraph:

- If a torque multiplier is used in conjunction with a calibrated wrench as a method for tightening fastener assemblies to the required tension, both the multiplier and the wrench shall be calibrated together as a system. The same length input and output sockets and extensions that will be used in the work shall also be included in the calibration of the system. The manufacturer's torque multiplication ratio shall be adjusted during calibration of the system, such that when this adjusted ratio is multiplied by the actual input calibrated wrench reading, the product is a calculated output torque that is within 2 percent of the true output torque. When this system is used in the work to perform any installation tension testing, rotational capacity testing, fastener tightening, or tension verification, it shall be used, intact as calibrated.

The sixth paragraph of Section 55-4.02, "Payment," of the Standard Specifications is amended to read:

- If a portion or all of the structural steel is fabricated more than 480 air line kilometers from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000 or by an amount computed at \$0.044 per kilogram of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced \$8000 or by \$0.079 per kilogram of structural steel fabricated, whichever is greater.

## **SECTION 56: SIGNS**

Issue Date: December 31, 2001

Section 56-1.01, "Description," of the Standard Specifications is amended by deleting the third paragraph.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

## **SECTION 59: PAINTING**

Issue Date: December 31, 2001

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraphs after the first paragraph:

- Unless otherwise specified, no painting Contractors or subcontractors will be permitted to commence work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing:

- A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
- B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
- C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Applicators" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35  $\mu\text{m}$  as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

## **SECTION 75: MISCELLANEOUS METAL**

Issue Date: December 31, 2001

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

\* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.



The table in the eighteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

\* Maximum stud diameter permitted for mechanical expansion anchors.

The table in the nineteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

The table in the twenty-second paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Installation Torque Values, (newton meters)			
Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

### SECTION 83: RAILINGS AND BARRIERS

Issue Date: June 13, 2002

The ninth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

The eleventh paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m<sup>3</sup>, and need not be incised.

## **SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS**

Issue Date: February 28, 2002

The seventh paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Forms shall be true to line and grade. Tops of foundations for posts and standards, except special foundations, shall be finished to curb or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height, and anchor bolts shall be held in place by means of rigid templates. Anchor bolts shall not be installed more than 1:40 from vertical.

The twelfth paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Plumbing of the standards shall be accomplished by adjusting the leveling nuts before placing the mortar or before the foundation is finished to final grade. Shims, or other similar devices shall not be used for plumbing or raking of posts, standards or pedestals. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, firm contact shall exist between all bearing surfaces of the anchor bolt nuts, washers, and the base plate.

Section 86-8.01, "Payment," of the Standard Specifications is amended to read by adding the following paragraph after the first paragraph:

- If a portion or all of the traffic signal and lighting standards, pursuant to Standard Specification Section 86, "Signals, Lighting and Electrical Systems," are fabricated more than 480 air line kilometers from both-Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in such expenses, it is agreed that payment to the Contractor for furnishing such items from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000; in addition, in the case where a fabrication site is located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced an additional \$3000 per each fabrication site (\$8000 total per site).

## **SECTION 88: ENGINEERING FABRIC**

Issue Date: January 15, 2002

Section 88-1.02, "Pavement Reinforcing Fabric," of the Standard Specifications is amended to read:

- Pavement reinforcing fabric shall be 100 percent polypropylene staple fiber fabric material, needle-punched, thermally bonded on one side, and conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 5261	140
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.45
Elongation at break, percent min. ASTM Designation: D 4632	50
Asphalt retention by fabric, grams per square meter. (Residual Minimum) ASTM Designation: D 6140	900

Note: Weight, grab, elongation and asphalt retention are based on Minimum Average Roll Value (MARV)

## **SECTION 90: PORTLAND CEMENT CONCRETE**

Issue Date: March 12, 2002

Section 90, "Portland Cement Concrete," of the Standard Specifications is amended to read:

## **SECTION 90: PORTLAND CEMENT CONCRETE**

### **90-1 GENERAL**

#### **90-1.01 DESCRIPTION**

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete. Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.
- Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:
  1. "Type IP (MS) Modified" cement; or
  2. A combination of "Type II Modified" portland cement and mineral admixture; or
  3. A combination of Type V portland cement and mineral admixture.
- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
- Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
- Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
- Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
- Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m <sup>3</sup> )
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete has a cementitious material, portland cement, or mineral admixture content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

## 90-2 MATERIALS

### 90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:
  - A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na<sub>2</sub>O plus 0.658 times the percentage of K<sub>2</sub>O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;
  - B. The autoclave expansion shall not exceed 0.50 percent; and

- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.

- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.

- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.

- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

#### **90-2.02 AGGREGATES**

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.

- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

- No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m<sup>3</sup> of concrete or one day's pour, whichever is smaller.

- Aggregates specified for freeze-thaw resistance shall pass the freezing and thawing test, California Test 528.

- The Contractor shall notify the Engineer of the proposed source of freeze-thaw resistant concrete aggregates at least 4 months before intended use. Should the Contractor later propose a different source of concrete aggregates, the Contractor shall again notify the Engineer at least 4 months before intended use. Blending of fine or coarse aggregates from untested sources with acceptable aggregates will not be permitted. Provisions for the time of submission of samples as provided in Section 40-1.015, "Cement Content," are superseded by the foregoing.

- Concurrently with notification of proposed sources of freeze-thaw resistant concrete aggregates, the Contractor shall furnish samples in the quantity ordered by the Engineer. The samples shall be secured under the direct supervision of the Engineer. Samples from existing stockpiles of processed aggregate shall be taken from washed materials and shall be visibly damp. Samples from materials in place in a material source shall be taken at depths from the existing surface that will ensure the presence of the full quantity of ground water. Excavations for the purpose of securing samples shall be made to the full depth of intended source operations. Samples shall be protected against loss of contained water until they are delivered to the Engineer.

- The Engineer will waive the above freeze-thaw test and the 4-month advance notice, required in this Section, provided aggregates are to be obtained from sources that have previously passed this test and test results are currently applicable.

- No extension of contract time will be allowed for the time required to perform the freezing and thawing test.

- When the source of an aggregate is changed, except for pavement concrete, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates. When the source of an aggregate is changed for pavement concrete, the Engineer shall be allowed sufficient time to adjust the mix, and the aggregates shall not be used until necessary adjustments are made.

#### **90-2.02A Coarse Aggregate**

- Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

- Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

- In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

1. coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested by California Test 227; and
2. prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

#### **90-2.02B Fine Aggregate**

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

- Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory <sup>a</sup>
Mortar Strengths Relative to Ottawa Sand	515	95%, min.
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

- In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71 minimum and a Sand Equivalent "Contract Compliance" limit of 68 minimum will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### 90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

- In non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417.

- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

### 90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:

- Chemical Admixtures—ASTM Designation: C 494.
- Air-entraining Admixtures—ASTM Designation: C 260.
- Calcium Chloride—ASTM Designation: D 98.
- Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C618; silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

- Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

## 90-3 AGGREGATE GRADINGS

### 90-3.01 GENERAL

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.
- Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600-μm	34 - 46
Fine Aggregate	300-μm	16 - 29

- Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

### 90-3.02 COARSE AGGREGATE GRADING

- The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x ± 18	X ± 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X ± 15	X ± 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X ± 15	X ± 22	X ± 15	X ± 22	X ± 15	X ± 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	0-6	0-7	0-6	0-7	0-6	0-7

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.
- When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.



### 90-3.03 FINE AGGREGATE GRADING

- Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

### 90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."
- The combined aggregate grading used in portland cement concrete pavement shall be the 37.5-mm, maximum grading.
- The combined aggregate grading used in concrete for structures and other concrete items, except when specified otherwise in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600-µm	10-22	12-25	15-25	15 - 25
300-µm	4-10	5-15	5-15	5 - 15
150-µm	1-6	1-8	1-8	1 - 8
75-µm	0-3	0-4	0-4	0 - 4

- Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

## **90-4 ADMIXTURES**

### **90-4.01 GENERAL**

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.
- Calcium chloride shall not be used in concrete containing steel reinforcement or other embedded metals.
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

### **90-4.02 MATERIALS**

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

### **90-4.03 ADMIXTURE APPROVAL**

- No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.
- Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.
- When the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.
- If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

### **90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE**

- When the use of a chemical admixture or calcium chloride is specified or ordered by the Engineer, the admixture shall be used at the dosage specified or ordered, except that if no dosage is specified or ordered, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.
- Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

### **90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:
  - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
  - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

- Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

#### **90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES**

- When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

#### **90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

#### **90-4.08 REQUIRED USE OF MINERAL ADMIXTURES**

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

- The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;
  2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
  3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

#### **90-4.09 BLANK**

#### **90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES**

- Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within  $\pm 5$  percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

- Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.
- If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix.
- When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.
- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.
- Liquid admixtures requiring dosages greater than 2.5 L/m<sup>3</sup> shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

#### **90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES**

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. Certification shall contain the following:
  - A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;"
  - B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
  - C. The mixer rotation speed and time of mixing prior to discharge that are required to produce a mix that meets the requirements above.

### **90-5 PROPORTIONING**

#### **90-5.01 STORAGE OF AGGREGATES**

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and also that the various sizes shall not become intermixed before proportioning.

- Aggregates shall be stored or stockpiled and handled in a manner that shall prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

- In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

#### **90-5.02 PROPORTIONING DEVICES**

- Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to ensure their accuracy.

- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated mass or volume.

- The mass indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses; and
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg graduations.

#### **90-5.03 PROPORTIONING**

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

- Bulk "Type IP (MS) Modified" cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

- Bulk cement and mineral admixture may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

- The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.

- B. Single box and scale indicator for all aggregates.

- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

#### **90-5.03A Proportioning for Pavement**

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.

- The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.

- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

## 90-6 MIXING AND TRANSPORTING

### 90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m<sup>3</sup> may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

- The Contractor, at the Contractor's expense, shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

### 90-6.02 MACHINE MIXING

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one - fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.
- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.
- Concrete shall be mixed and delivered to the jobsite by means of one of the following combinations of operations:
  - A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in non-agitating hauling equipment (central-mixed concrete).

- B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
- C. Mixed completely in a truck mixer (transit-mixed concrete).
- D. Mixed completely in a paving mixer.

- Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

- Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

- When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed shall be allowed for partial mixing in a central plant.

### **90-6.03 TRANSPORTING MIXED CONCRETE**

- Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

- Bodies of non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.

- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.

- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.

- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

- Each load of concrete delivered at the jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

- Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

- The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating load number that is unique to the contract and delivered to the jobsite with the load.

- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."



#### 90-6.04 TIME OR AMOUNT OF MIXING

- Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.
- The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.
- The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

#### 90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches of not more than 0.25 m<sup>3</sup> and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

#### 90-6.06 AMOUNT OF WATER AND PENETRATION

- The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the "Nominal" values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

- The amount of free water used in concrete shall not exceed 183 kg/m<sup>3</sup>, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m<sup>3</sup>.
- The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.
- Where there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.
- The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made

rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

## **90-7 CURING CONCRETE**

### **90-7.01 METHODS OF CURING**

- Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

#### **90-7.01A Water Method**

- The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.
  - When a curing medium consisting of cotton mats, rugs, carpets, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.
  - When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified in the preceding paragraph, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

#### **90-7.01B Curing Compound Method**

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.
- Curing compounds to be used shall be as follows:
  1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
  2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
  3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
  4. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
  5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
  6. Non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.
- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
  - The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m<sup>2</sup> in 24 hours or more than 0.45-kg/m<sup>2</sup> in 72 hours.
  - The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
  - When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
  - Curing compound shall be applied at a nominal rate of 3.7 m<sup>2</sup>/L, unless otherwise specified.
  - At any point, the application rate shall be within ±1.2 m<sup>2</sup>/L of the nominal rate specified, and the average application rate shall be within ±0.5 m<sup>2</sup>/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.
- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
  - The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged

from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

- Agitation shall not introduce air or other foreign substance into the curing compound.

- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

- Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.

- The curing compound shall be packaged in clean 210-L barrels or round 19-L containers or shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 210-L barrels shall have removable lids and airtight fasteners. The 19-L containers shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State of California.

- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State of California.

- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

- Curing compound will be sampled by the Engineer at the source of supply or at the jobsite or at both locations.

- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

#### **90-7.01C Waterproof Membrane Method**

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.

- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

#### **90-7.01D Forms-In-Place Method**

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

#### **90-7.02 CURING PAVEMENT**

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.
- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."
- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

#### **90-7.03 CURING STRUCTURES**

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."
- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).
- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).
- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.
- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

#### **90-7.04 CURING PRECAST CONCRETE MEMBERS**

- Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:
  - A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
  - B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.

- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

#### **90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES**

- Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles with a class designation ending in C (corrosion resistant) shall be cured as follows:
  - A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
  - B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

#### **90-7.06 CURING SLOPE PROTECTION**

- Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," or with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

#### **90-7.07 CURING MISCELLANEOUS CONCRETE WORK**

- Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."
- Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Shotcrete shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."
- Mortar and grout shall be cured by keeping the surface damp for 3 days.
- After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

### **90-8 PROTECTING CONCRETE**

#### **90-8.01 GENERAL**

- In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8.
- Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

- Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.
- Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

#### **90-8.02 PROTECTING CONCRETE STRUCTURES**

- Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

#### **90-8.03 PROTECTING CONCRETE PAVEMENT**

- Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

- When ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work." Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.

- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.

- Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."

- When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:

- A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
- B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
- C. No part of the track shall be closer than 0.3-m from the edge of pavement.

- In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.

- Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor at the Contractor's expense.

- The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

### **90-9 COMPRESSIVE STRENGTH**

#### **90-9.01 GENERAL**

- Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

- The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 m<sup>3</sup>.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

- Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

- The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type, and source of all ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
  - After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
  - The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
  - When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

## **90-10 MINOR CONCRETE**

### **90-10.01 GENERAL**

- Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.
- The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

### **90-10.02 MATERIALS**

- Minor concrete shall conform to the following requirements:

#### **90-10.02A Cementitious Material**

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

#### **90-10.02B Aggregate**

- Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.
- The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.
  - The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.
  - The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

#### **90-10.02C Water**

- Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.



#### **90-10.02D Admixtures**

- The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

#### **90-10.03 PRODUCTION**

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

- Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

#### **90-10.04 CURING MINOR CONCRETE**

- Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

#### **90-10.05 PROTECTING MINOR CONCRETE**

- Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 4°C for 72 hours after placing.

#### **90-10.06 MEASUREMENT AND PAYMENT**

- Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

### **90-11 MEASUREMENT AND PAYMENT**

#### **90-11.01 MEASUREMENT**

- Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

- When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

## **90-11.02 PAYMENT**

- Portland cement concrete will be paid for in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.
- Should the Engineer order the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them into the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

# **END OF AMENDMENTS**

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, District 12, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, Attn: CTO Desk - Construction Office, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

### **2-1.015 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information

contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

## **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
  - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
  - 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 324-1097 and obtaining a user identification and password.
  - 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
  - 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
  - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a

store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## **2-1.02A DBE GOAL FOR THIS PROJECT**

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 15 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:  Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Districts 08, 11 and 12:  Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:  Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Districts 01, 02, 03 and 09:  Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

## 2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **650 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$5500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

### **SECTION 5. GENERAL**

#### **SECTION 5-1. MISCELLANEOUS**

##### **5-1.01 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

##### **5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

#### **5-1.012 DIFFERING SITE CONDITIONS**

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

#### **5-1.013 LINES AND GRADES**

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

#### **5-1.015 LABORATORY**

When a reference is made in the specifications to the "Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

#### **5-1.017 CONTRACT BONDS**

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

#### **5-1.019 COST REDUCTION INCENTIVE**

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a written cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the Department and other agencies.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the State by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions regarding the working days.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

### **5-1.02 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**

##### **(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

### **5-1.022 PAYMENT OF WITHHELD FUNDS**

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

### **5-1.03 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

### **5-1.031 FINAL PAYMENT AND CLAIMS**

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.



If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

#### **5-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 0.3-m deep.
  - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.05 TESTING**

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

#### **5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **5-1.07 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

#### **5-1.075 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the

domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### **5-1.08 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

#### **5-1.083 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.

- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

#### **5-1.09 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

#### **5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

### **5-1.103 RECORDS**

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

### **5-1.11 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

A one-day "Training in Partnering Concepts" session will be conducted regardless of whether the Contractor requests the formation of a "Partnering" relationship. The "Training in Partnering Concepts" session will be conducted locally for the Contractor's and the Engineer's project representatives. The Contractor shall be represented by a minimum of 2 representatives, one being the Contractor's authorized representative pursuant to Section 5-1.06, "Superintendence," of the Standard Specifications. Scheduling of the "Training in Partnering Concepts" session and selection of the trainer and training site shall be determined cooperatively by the Contractor and the Engineer. If, upon the Contractor's request, "Partnering" is approved by the Engineer, the "Training in Partnering Concepts" session shall be conducted prior to the initial "Partnering Workshop."

The costs involved in providing the "Training in Partnering Concepts" trainer and training site will be borne entirely by the State. The costs will be determined in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor the sum of that cost, except no markups will be allowed.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Training in Partnering Concepts" and "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

### **5-1.114 VALUE ANALYSIS**

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications

that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062  
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

## **5-1.12 DISPUTE REVIEW BOARD**

### **GENERAL**

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for arbitration, or filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these special provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications and these special provisions. Following the adherence to and completion of the State's administrative claims procedure, the Contractor may file for arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications and these special provisions.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

## **SELECTION PROCESS, DISCLOSURE AND APPOINTMENTS**

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as the DRB Chairperson.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. DRB members shall discharge their responsibilities impartially as an independent body, considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB nominee along with the prospective member's written disclosure statement.

Prior to finalizing DRB appointments, the first 2 prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including but not limited to, relevant subcontractors or suppliers to the parties, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breach or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in the selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

The Contractor or the State may reject any of the three DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

### **COMPENSATION**

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

### **SERVICE OF DRB MEMBERS**

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor members for the removal of the third member.
- D. Upon resignation of a member.
- E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

### **OPERATION**

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
- B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 15 days of receipt of the written protest or notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.



- D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the State's written reply, the Contractor waives future claims and arbitration on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a speedy resolution of the dispute.
- H. There shall be no participation of either party's attorneys at DRB meetings.
- I. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute, including but not limited to consultants, except for expert testimony allowed at the discretion of the DRB and with approval prior to the dispute meeting by both parties.
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the contract and the actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.
- K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.
- N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be

inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.

- O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
- P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

#### **DISPUTES INVOLVING SUBCONTRACTOR POTENTIAL CLAIMS**

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor potential claim or potential claims.
- B. The Contractor shall include, as part of its submission pursuant to Step D above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.
- C. At any DRB meeting on a dispute that includes one or more subcontractor potential claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.
- D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor potential claim.
- E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

#### **RETENTION**

Failure of the Contractor to nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions shall result in the retention of 25 percent of the estimated value of all work performed during each estimate period in which the Contractor fails to comply with the requirements of this section as determined by the Engineer. DRB retentions will be released for payment on the next monthly estimate for partial payment following the date that the Contractor has nominated and approved DRB members and no interest will be due the Contractor.

#### **DISPUTE REVIEW BOARD AGREEMENT**

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

## DISPUTE REVIEW BOARD AGREEMENT

\_\_\_\_\_  
(Contract Identification)

Contract No. \_\_\_\_\_

**THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

\_\_\_\_\_,  
(Contractor Appointee)

\_\_\_\_\_,  
(State Appointee)

and \_\_\_\_\_  
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

### SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

### SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

#### A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

#### B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

#### **C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS**

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

#### **D. DRB CONSIDERATION AND HANDLING OF DISPUTES**

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract.

Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts

and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall complete and furnish a completed "Summary of Dispute Review Board Recommendation" form along with a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274. The "Summary of Dispute Review Board Recommendation" form is available through the Engineer.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

#### **E. DRB MEMBER REPLACEMENT**

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT will be amended to indicate change in DRB membership.

### **SECTION III CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

#### **SECTION IV STATE RESPONSIBILITIES**

The STATE will furnish the following services and items:

##### **A. CONTRACT RELATED DOCUMENTS**

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

##### **B. COORDINATION AND SERVICES**

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

#### **SECTION V TIME FOR BEGINNING AND COMPLETION**

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

#### **SECTION VI PAYMENT**

##### **A. ALL INCLUSIVE RATE PAYMENT**

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

##### **B. PAYMENTS**

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

##### **C. INSPECTION OF COSTS RECORDS**

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If

any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

#### **SECTION VII ASSIGNMENT OF TASKS OF WORK**

The DRB members shall not assign the work of this AGREEMENT.

#### **SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS**

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

#### **SECTION IX LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

#### **SECTION X CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

#### **SECTION XI DISPUTES**

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

#### **SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

#### **SECTION XIII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

#### SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: \_\_\_\_\_

Title: \_\_\_\_\_

DRB MEMBER

By: \_\_\_\_\_

Title : \_\_\_\_\_

DRB MEMBER

By : \_\_\_\_\_

Title : \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA STATE DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

##### 5-1.13 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Time-Related Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Time-Related Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor.

Full compensation for overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity for time-related overhead conforming to the provisions in "Time-Related Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

Contract No. 12-1072U4



#### 5-1.14 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

#### 5-1.15 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390154	ASPHALT CONCRETE (TYPE B)
290211	ASPHALT TREATED PERMEABLE BASE
390206	RUBBERIZED ASPHALT CONCRETE (TYPE G)

The compensation payable for asphalt concrete and asphalt treated permeable base will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or asphalt treated permeable base (or both) is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.10) Ib$$

- C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.90) Ib$$

- D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and asphalt treated permeable base rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tonnes of paving asphalt that would have been used in producing the quantity of asphalt treated permeable base shown under "This Estimate" on the monthly estimate using the amount of asphalt specified in the specifications.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

#### **5-1.16 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

Residence trailers will not be allowed within the highway right of way, except that one trailer will be allowed for yard security purposes.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

#### **5-1.17 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- |  |           |
|--|-----------|
| A. Clearing and Grubbing                       | \$ 99,000 |
| B. Develop Water Supply                        | \$ 3,420  |
| C. Progress Schedule<br>(Critical Path Method) | \$ 13,500 |
| D. Lead Compliance Plan                        | \$ 4,500  |

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Progress Schedule (Critical Path Method)
- B. Corrugated Steel Pipe Conduit
- C. Bar Reinforcing Steel

- D. Reinforced Concrete Pipe
- E. Plastic Pipe and appurtenances
- F. Corrugated Steel Pipe and appurtenances
- G. Rock Slope Protection Fabric
- H. Miscellaneous Iron and Steel
- I. Fences, Gates and appurtenances
- J. Metal Beam Guard Rail and appurtenances
- K. Tubular Handrailing
- L. Cable Railing
- M. Terminal System (Type SRT)
- N. Crash Cushions
- O. Pavement Markers

#### **5-1.18 PROJECT INFORMATION**

The data and information furnished or referred to below is for the bidders' or contractors' information. The data and information is subject to the conditions and limitations set forth in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and Section 6-2, "Local Materials," of the Standard Specifications. Bidders and contractors may request data and information in conformance to the procedures available at the office of the district for which the work is situated, and the Transportation Laboratory.

Data and information shown in the project plans are:

- A. Log of Test Borings.

Data and information included in the Informational Handout provided to the bidders or contractors are:

- A. Department of the Army, Corps of Engineers Permit Number 9700076000-RLK.
- B. State Water Resources Control Board Permit.
- C. State of California Department of Fish and Game Permit.
- D. Foundation Reviews for Bridge Nos. 55-998R/L dated July 3, 2001, March 31, 2000, and December 23, 1999.
- E. Foundation Reviews for Bridge Nos. 55-999R/L dated July 3, 2001, March 13, 2000, and December 23, 1999.
- F. Foundation Reviews for Bridge Nos. 55-1000R/L dated July 3, 2001, March 13, 2000, and December 23, 1999.
- G. Foundation Reviews for Bridge Nos. 55-1059R/L dated May 8, 2002 and April 25, 2002.

The office of the district for which the work is situated is located at 3347 Michelson Drive, Suite 100, Irvine, California.

Data and information available for inspection, upon written request, at the district office are as follows:

- A. Foundation Recommendations for Bridge Nos. 55-998R/L.
- B. Foundation Recommendations for Bridge Nos. 55-999R/L.
- C. Foundation Recommendations for Bridge Nos. 55-1000 R/L.
- D. Foundation Recommendations for Bridge Nos. 55-1059R/L.
- E. Hydrology/Hydraulic Report for Bridges on Laguna Canyon Road (Route 133) Widen and Realign dated January 16, 2001.
- F. Laguna Canyon Creek Bridge Hydrology/Hydraulic Report dated May 2002.
- G. Geotechnical Design Report dated April, 1999.
- H. Site Investigation Report, Lead Investigation on Route 133 from Route 405 to Route 73, dated April, 2000.

#### **5-1.19 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### **5-1.20 COUNTY OF ORANGE PARK REGULATIONS**

A portion of this project is located within the limits of Laguna Coast Wilderness Park. The work shall be performed in conformance with State laws and with the regulations of the County of Orange Public Facilities and Resources Department at 300 North Flower Street, Santa Ana CA, 92702, governing preservation of natural features of parks and improvements therein.

Trees and other natural features within the park area shall be protected and safeguarded.

Attention is directed to "Maintain Traffic" of these special provisions.

The Contractor shall coordinate access or closures to truck trails with the County of Orange Laguna Coast Wilderness Park, Park Ranger.

The Laguna Coast Wilderness Park shall be notified 48 hours in advance of any complete road closures (Telephone 949-494-7549).

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **5-1.21 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME**

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 3347 Michelson Drive, Suite 100, Irvine, CA 92612 Phone: (949)724-2000.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

### **5-1.22 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

The location of the project is within an area controlled by the San Diego Regional Water Quality Control Board. Regional Water Quality Control Board Order No. 2001-96 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations for ground water extraction waste discharges and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 3347 Michelson Drive, Suite 100, Irvine CA, 94612 Phone: (949)724-2000.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Changes in the above listed conditions proposed by the Contractor shall be submitted to the Engineer for transmittal to the Regional Water Quality Control Board for their approval. Changes shall not be implemented until approved in writing by the Regional Water Quality Control Board.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

### **5-1.23 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS**

The location of the project is within an area controlled by the U.S. Army Corps of Engineers. Permit has been issued covering work to be performed under this contract. The Contractor shall fully inform himself of all rules, regulations and conditions of the permit that may govern his operations in said area and shall conduct his work accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the Permit may be obtained at the Department of Transportation, Plans and Bid Documents Section MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone No. (916)654-4490, and are available for inspection at Construction Administration Branch, District 12, 3347 Michelson Drive, Suite 100, Irvine, California 92612, Telephone (949)724-2273.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the U.S. Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Departments of Transportation and the U.S. Army Corps of Engineers shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the agreement between the Departments of Transportation and the U.S. Army Corps of Engineers.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **5-1.24 FIRE PLAN**

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

A. The Contractor shall be responsible for:

1. obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
2. immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
3. preventing project personnel from setting open fires not part of the work,
4. preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.

B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.

C. Toilets shall have a metal receptacle, at least 150 mm in diameter by 200 mm deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.

D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 15 m of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 4.6 m from the engine.

E. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

F. The Contractor shall furnish each piece of equipment with the following:

1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
2. one shovel and one back-pack 20-L water-filled tank with pump for each welder,
3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 8 m from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,

4. shovels shall be size "O" or larger and shall be not less than 1.2 m in length.
- G. The Contractor shall furnish a pickup truck and driver for the sole purpose of fire control during working hours and as specified herein.
1. The truck shall be equipped with 10 shovels, 5 axes, 2 back-pack 20-L water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
  2. The truck shall be equipped with a 380-L tank of water with a gasoline motor powered pump and 30 m of 19-mm hose on a reel.
  3. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction from noon until one-half hour after shutdown of the work.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

Full compensation for conforming to the provisions herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

#### **5-1.25 AERIALY DEPOSITED LEAD**

Aerially deposited lead is present within the project limits. Aerially deposited lead is lead deposited within unpaved areas or formerly unpaved areas, primarily due to vehicle emissions.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions.

Portions of the Site Investigation Report are included in the "Material Information" handout. The complete report, entitled "Lead Investigation Report," is available for inspection at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine CA, 94612 Phone: (949)724-2000.

Aerially deposited lead is typically found within the top 0.6-m of material in unpaved areas within the highway right of way. Levels of lead found near the project limits range from less than 0.61mg/kg to 372 mg/kg total lead with an average concentration of 21.5 mg/kg total lead, as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series.

The Department has received from the California Department of Toxic Substances Control (DTSC) a Variance regarding the use of material containing aerially deposited lead. This project is subject to the conditions of the Variance, as amended. The Variance is available for inspection at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine CA, 94612 Phone: (949)724-2000.

Once the Contractor has completed the placement of material containing aerially deposited lead in conformance with these special provisions and as directed by the Engineer, the Contractor shall have no responsibility for such materials in place. The Department will not consider the Contractor a generator of such contaminated materials. Further cleanup, removal or remedial actions for such materials will not be required if handled or disposed of as specified herein.

Excavation, reuse, and disposal of material with aerially deposited lead shall be in conformance with all rules and regulations including, but not limited to, those of the following agencies:

United States Department of Transportation (USDOT)  
United States Environmental Protection Agency (USEPA)  
California Environmental Protection Agency (Cal-EPA)  
California Department of Health Services  
Department of Toxic Substances Control (DTSC), Region 9  
California Division of Occupational Safety and Health Administration (Cal-OSHA)  
Integrated Waste Management Board  
Regional Water Quality Control Board (RWQCB), Region 8  
State Air Resources Control Board  
Southern California Air Quality Management District (AQMD)

Materials containing hazardous levels of lead shall be transported and disposed of in conformance with Federal and State laws and regulations, as amended, and county and municipal ordinances and regulations, as amended. Laws and regulations that govern this work include, but are not limited to:

Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act)  
Title 22, California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste)

#### **5-1.26 ENVIRONMENTALLY SENSITIVE AREA (ESA)**

The Contractor's attention is directed to the areas designated on the plans as "Environmentally Sensitive Area," and to certain State and Federal regulations which may pertain to such areas. These areas shall be completely avoided by all parties involved in any work activity in connection with the performance of this contract.

The Contractor shall take precautionary measures, including giving written notice to his employees and subcontractors, to insure that his forces, employees or subcontractors do not enter areas designated as Environmentally Sensitive Areas.

Entry into ESA areas will be allowed to install, maintain and remove Temporary Fence (Type ESA) and to install and maintain Fence (Type wire, 5-Strand, Wood Post). The Contractor shall notify the Engineer before entering ESA areas for above mentioned work. No entry shall be made into ESA areas for the above mentioned work without a State Biologist and/or State Archeologist present. Vehicular traffic shall not be used in ESA areas during fencing operations.

Attention is directed to "Archaeological Monitoring Requirements", "Paleontological Monitoring Requirements" and "Biological Monitoring Requirements" of these special provisions.

Attention is directed to Section 7-1.01, "Laws to be Observed," of the Standard Specifications.

#### **5-1.27 ARCHAEOLOGICAL MONITORING REQUIREMENTS**

In accordance with the National Historic Preservation Act and its implementing regulations, 36 CFR 800, Federal Highway Administration Policy and the California Environmental Quality Act, archaeological monitoring is required for this project.

Construction or related activities, which may involve ground disturbance, shall not be performed unless a designated State archaeological monitor and Native American monitor are present unless authorized in writing by the Engineer.

Ground disturbing activities include, but are not limited to, clearing and grubbing, roadway excavation, structure excavation, drainage excavation, contour grading, fence post holes, sign post holes, and roadway removal and landscaping.

Attention is directed to "Order of Work", "Temporary Fence (Type ESA)", "Clearing and Grubbing" and "Earthwork" of these special provisions.

If buried cultural materials are encountered during construction, all work shall cease in the area of the find until the State archaeologist can evaluate the nature and significance of the materials. Construction activities shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

If human remains are exposed during project activities, State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has been notified and has made the necessary finding as to origin and disposition pursuant to the California Public Resources Code Section 5097.98.

Construction in affected areas may resume when cleared in writing by the Engineer.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of the area requiring archaeological artifact recovery and for removing archaeological artifacts from such area.

Any objects removed from the Caltrans right of way are the property of the State.

If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the discovery of human remains or cultural resources, the State will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Full compensation for conforming to the above requirements shall be considered as included in the contract price paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **5-1.28 PALEONTOLOGICAL MONITORING REQUIREMENTS**

A Paleontologist will be provided by the State for this project.

Activities to be monitored shall be any subsurface activities including, but not limited to, roadway excavation, structure excavation, drainage excavation, contour grading, and roadway removal.

Attention is directed to "Order of Work", "Temporary Fence (Type ESA)", "Clearing and Grubbing" and "Earthwork" of these special provisions.

If fossils are discovered, excavation shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

If such suspension delays the current controlling operation more than 2 working days, the delay will be considered a right of way delay, and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of the area requiring fossil recovery and for removing fossils from such area.

Any objects removed from the Caltrans right of way are the property of the State.

If, in the opinion of the Engineer, suspension of work is required due to paleontology monitoring, work will be suspended as provided in Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications.

#### **5-1.29 BIOLOGICAL MONITORING REQUIREMENTS**

Monitoring will be required for this project. Monitoring will be conducted by a State provided Biologist.

Attention is directed to "Order of Work", "Temporary Fence (Type ESA)", "Clearing and Grubbing" and "Piling" of these special provisions relating to timing of work and noise requirements.

The Biologist will verify the presence or absence of nesting birds in the habitat areas prior to any tree removal work or clearing and grubbing of the construction site between February 15 and September 15. The Biologist shall identify areas where nesting birds are present and the Contractor shall erect Temporary Fence (Type ESA) as specified by these special provisions.

If nesting birds are found after the initial areas have been identified, the Contractor shall temporarily cease work in that area immediately and notify the Engineer.

Federal and State laws protect migratory birds, their occupied nests, and their eggs from destruction. The applicable Federal law is the Migratory Bird Treaty Act (15 USC 703-711), 50 CFR Part 21, and 50 CFR Part 10. Protection under California Law is found in Fish and Game Code Sections 3503, 3513, and 3800.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Full compensation for conforming to the requirements in these special provisions shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **SECTION 6. (BLANK)**

#### **SECTION 7. (BLANK)**

#### **SECTION 8. MATERIALS**

##### **SECTION 8-1. MISCELLANEOUS**

#### **8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS**

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

Contract No. 12-1072U4



**SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS**

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

**SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT**

ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS <sup>2</sup> mm	SIZE TO BE SUBSTITUTED <sup>2</sup> inch x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

**SUBSTITUTION TABLE FOR BAR REINFORCEMENT**

<b>METRIC BAR DESIGNATION NUMBER<sup>1</sup> SHOWN ON THE PLANS</b>	<b>BAR DESIGNATION NUMBER<sup>2</sup> TO BE SUBSTITUTED</b>
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

<sup>1</sup>Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

<sup>2</sup>Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

**SUBSTITUTION TABLE FOR SIZES OF:**

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

<b>METRIC SIZE SHOWN ON THE PLANS mm</b>	<b>SIZE TO BE SUBSTITUTED inch</b>
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

**SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL**

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

**SUBSTITUTION TABLE FOR WIRE**

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

**SUBSTITUTION TABLE FOR PIPE PILES**

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

**SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER**

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

**SUBSTITUTION TABLE FOR NAILS AND SPIKES**

METRIC COMMON NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**SUBSTITUTION TABLE FOR IRRIGATION  
COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

#### **8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### **PAVEMENT MARKERS, PERMANENT TYPE**

##### **Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Apex, Model 921AR (100 mm x 100 mm)

Contract No. 12-1072U4

- B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
- D. 3M Series 290 (89 mm x 100 mm)

**Retroreflective With Abrasion Resistant Surface (ARS)**

(for recessed applications only)

- A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
- B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)\*
- C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*

\*For use only in 114 mm wide (older) recessed slots

**Non-Reflective For Use With Epoxy Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)

**Non-Reflective For Use With Bitumen Adhesive, 100 mm Round**

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

**Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

**Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)**

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"

- F. Trelleborg Industri, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industri, RB-140  
(Black Tape: for use only on Asphalt Concrete Surfaces)

**Preformed Thermoplastic (Heated in place)**

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark" and "Premark 20/20 Flex"

**Ceramic Surfacing Laminate, 150 mm x 150 mm**

- A. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 1700 mm**

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**Special Use Flexible Type, 1700 mm**

- A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
- F. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- G. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

**Surface Mount Flexible Type, 1200 mm**

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

**CHANNELIZERS**

**Surface Mount Type, 900 mm**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flex-Guide Models FG300LD and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Repo, Models 300 and 400
- I. Safe-Hit, Guide Post, Model SH236SMA
- J. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- K. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)

**CONICAL DELINEATORS, 1070 mm**



(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"

## **OBJECT MARKERS**

### **Type "K", 450 mm**

- A. Carsonite, Model SMD 615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

### **Type "K-4" / "Q" Object Markers, 600 mm**

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- G. The Line Connection, Model DP21-4Q

## **CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS**

### **Impactable Type**

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Sun-Lab Technology, "Safety Guide Light Model TM-5"

### **Non-Impactable Type**

- A. ARTUK, JD Series
- B. Vega Molded Products, Models GBM and JD

## **THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
- B. Duraflex Corp., "Railrider"

## **CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM16," 75 mm x 300 mm

## **CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

- A. Stinson Equipment Company "SaddleMarker"

## **SOUND WALL DELINEATOR**

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Bunzl Extrusion, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 75 mm x 300 mm

## **GUARD RAILING DELINEATOR**

(Place top of reflective element at 1200 mm above plane of roadway)

### **Wood Post Type, 686 mm**

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

### **Steel Post Type**

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

- A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, PC-1000 Metalized Polycarbonate
- D. Reflexite, AC-1000 Acrylic
- E. Reflexite, AP-1000 Metalized Polyester
- F. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- G. 3M, High Intensity

### **Traffic Cones, 330 mm Sleeves**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

### **Traffic Cones, 100 mm and 150 mm Sleeves**

- A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840

### **Barrels and Drums**

- A. Avery Dennison W-6100
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

### **Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

### **Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

### **Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

### **Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)**

- A. Avery Dennison, T-5500 Series
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

- C. 3M Series 3870

**Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)**

- A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)

**Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive**

- A. Reflexite "Vinyl" (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

**Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)**

- A. 3M LDP Series 3970

**Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)**

- A. Avery Dennison, T-7500 Series

**SPECIALTY SIGNS**

- A. All Sign Products, STOP Sign (All Plastic), 750 mm
- B. Reflexite "Endurance" Work Zone Sign

**SIGN SUBSTRATE**

**Fiberglass Reinforced Plastic (FRP)**

- A. Fiber-Brite
- B. Sequentia, "Polyplate"

**Aluminum**

**8-1.03 STATE-FURNISHED MATERIALS**

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Sign panels for roadside signs.
- B. Padlocks gates.
- C. Lamps for vehicular signal units
- D. Wildlife Water Guzzlers

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

The water guzzler will be available to the Contractor at the Laguna Coast Wilderness Park Ranger Trailer at 20101 Laguna Canyon Road, Laguna Beach CA 92651 (Telephone 949-494-7549).

**8-1.04 SLAG AGGREGATE**

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

- A. Structure backfill material.
- B. Pervious backfill material.
- C. Permeable material.
- D. Reinforced or prestressed portland cement concrete component or structure.
- E. Nonreinforced portland cement concrete component or structure for which a Class 1 Surface Finish is required by the provisions in Section 51-1.18B, "Class 1 Surface Finish," of the Standard Specifications.

Aggregate produced from slag resulting from a steel-making process shall not be used for a highway construction project except for the following items:

- A. Imported Borrow.
- B. Class 2 Aggregate Base.
- C. Asphalt Concrete.

Steel slag to be used to produce aggregate for Class 2 aggregate base shall be crushed so that 100 percent of the material will pass a 19-mm sieve and then shall be control aged for a period of at least 3 months under conditions that will maintain all portions of the stockpiled material at a moisture content in excess of 6 percent of the dry mass of the aggregate.

A supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 tonnes nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once each week. No credit for aging will be given for the time period covered by tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819, when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Steel slag used for imported borrow shall be weathered for at least 3 months. Prior to the use of steel slag as imported borrow, the supplier shall furnish a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall state that the steel slag has been weathered for at least 3 months.

Each delivery of aggregate containing steel slag for use as Class 2 aggregate base shall be accompanied by a delivery tag for each load which will identify the lot of material by stockpile number, where the slag was aged, and the date that the stockpile was completed and controlled aging begun.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of a non-cathodically protected pipe or structure unless the aggregate is incorporated in asphalt concrete, or in treated base.

When slag is used as aggregate in asphalt concrete, the  $K_c$  factor requirements, as determined by California Test 303, will not apply.

When slag aggregate is used for imported borrow, a layer of not less than 2.4 m of topsoil, measured after compaction, shall be placed over the slag aggregate in areas where highway planting is to be performed. In other areas, slag aggregate used for embankment construction shall not be placed within 0.46-m of finished slope lines, measured normal to the plane of the slope. Full compensation for furnishing and placing topsoil and cover, as provided herein, shall be considered as included in the contract price paid per cubic meter for imported borrow and no additional compensation will be allowed therefor.

If steel slag aggregates are used to make asphalt concrete, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder.

In addition to the requirements of Section 39-3.01, "Storage," of the Standard Specifications, steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Asphalt concrete produced from more than one of the following shall not be placed in the same layer: steel slag aggregates, iron blast furnace slag aggregates, natural aggregates or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce asphalt concrete, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of asphalt concrete to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of asphalt concrete will be determined by multiplying the quantity of asphalt concrete placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

#### **8-1.05 ENGINEERING FABRICS**

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

### **SECTION 8-2. CONCRETE**

#### **8-2.01 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
  2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
  3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
  4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
  5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

## **SECTION 8-3. WELDING**

### **8-3.01 WELDING**

#### **GENERAL**

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2000
D1.4	1998
D1.5	1995
D1.5 (metric only)	1996

Requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing of each weld joint prior to welding, during welding, and after welding as specified in this section and as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) certified as an NDT Level II, or 2) Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved welding procedure specification (WPS) are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 9.21. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work but shall be at the Contractor's expense.

Required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on the shop floor or project site when any welding operation is being performed, and (2) having a QC Inspector within such close proximity of all welding operations so that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of all joint preparations, assembly practices, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed. The QC Inspector shall confirm and document compliance with the requirements of the AWS code criteria and

the requirements of these special provisions on all weld joints before welding, during welding, and after the completion of each weld.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

## **WELDING QUALITY CONTROL**

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

The welding of fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.
- C. The welding is performed on pipe pile material at a permanent pipe manufacturing facility where an automatic welding process or seamless pipe operation is used in conformance with the requirements in the applicable welding code as specified elsewhere in these special provisions.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor, and any entity performing welding for this project, shall be held to discuss the requirements for the WQCP.

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks to review the WQCP submittal after a complete plan has been received. Except for work that is welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and for pipe piling produced at a permanent manufacturing facility as specified above, no welding shall be performed until the WQCP is approved in writing by the Engineer. Materials welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and pipe piling produced at such permanent manufacturing facilities, shall not be incorporated into the work until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be



compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC, or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Each WQCP shall include the applicable portions of the following, as determined by the Engineer:

- A. The name of the welding firm and any required NDT inspection personnel or firms.
- B. A manual prepared by the NDT inspection personnel or firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT inspection personnel or firm, and the names, qualifications, and documentation of certifications for all personnel to be used.
- C. The name of the QCM and the names, qualifications, and documentation of certifications for all QC Inspectors and Assistant QC Inspectors to be used.
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities.
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
  - 1. all visual inspections.
  - 2. all NDT including radiographic geometry, penetrameter and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports.
  - 3. calibration procedures and calibration frequency for all NDT equipment.
- F. A system for the identification and tracking of all welds, NDT, and any required repairs, and a procedure for the reinspection of repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph, 3) a method of reporting nonconforming welds to the Engineer, and 4) a method of documentation of repairs and reinspection of nonconforming welds.
- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size.
- H. The WPS, including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness.
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness.
- J. One authorized copy or original code book for each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any requirement of the plans and specifications nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, except partial penetration longitudinal seam welds performed in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications. The log shall include the

welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding. For work welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and for piling produced at a permanent manufacturing facility, the following items shall be included in a Welding Report that is to be submitted to the Engineer 48 hours prior to furnishing a Certificate of Compliance for the material:

- A. Reports of all visual weld inspections and NDT.
- B. Radiographs and radiographic reports, and other required NDT reports.
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable.
- D. Daily production log.

Radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

Reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Unless otherwise specified, the Engineer shall be allowed 7 working days to review the report and respond in writing after a complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, the Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered and also of the proposed repair procedures to correct them. The Contractor shall allow the Engineer one week to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Standard Specifications, and these special provisions.

## **PAYMENT**

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

## **SECTION 9. DESCRIPTION OF BRIDGE WORK**

The work to be done shall consist, in general, of constructing the following structures:

LITTLE SYCAMORE CANYON BRIDGE  
(Bridge No. 55-0998 L/R)

Contract No. 12-1072U4

The bridges are two-span cast-in -place reinforced concrete haunched structures. The span lengths are 15.385 m and 20.370 m for left bridge and 14.925 m and 19.655 m for right bridge for a total bridge length of 35.755 m and 34.580 m respectively.

**LAGUNA LAKES TRAIL BRIDGE**  
(Bridge No. 55-0999 L/R)

The bridges are single span cast-in-place reinforced concrete haunched structures. The bridge lengths are 21.570 m and 17.020 m for left and right bridges respectively.

**STAGE COACH TRAIL BRIDGE**  
(Bridge No 55-1000 L/R)

The bridges are single span cast-in-place reinforced concrete haunched structures. The length of both the left and right bridges is 14.585 m.

**LAGUNA CANYON CREEK BRIDGE**  
(Bridge No. 55-1059 L/R)

The bridges are single span cast-in-place reinforced concrete haunched structures. The length of both the left and right bridges is 19.736 m.

## **SECTION 10. CONSTRUCTION DETAILS**

### **SECTION 10-1. GENERAL**

#### **10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS**

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 1 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

FEDERAL HIGHWAY TRUST FUNDS
STATE HIGHWAY FUNDS
ORANGE COUNTY TRANSPORTATION FUNDS

The sign message to be used for type of work shall consist of the following:

HIGHWAY CONSTRUCTION
----------------------

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

### 10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Move-In/Move-Out (Erosion Control)" of these special provisions regarding erosion control equipment.

Attention is directed to "Fire Plan" of these special provisions regarding cooperating with local fire prevention authorities and implementing the fire plan established for this project.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

Attention is directed to "County of Orange Park Regulations," "Relations With U.S. Army Corp Of Engineers", and "Relations with California Department of Fish and Game" of these special provisions.

Attention is directed to "Relations with California Regional Water Quality Control Board" concerning dewatering activities.

Attention is directed to "National Historic Preservation Act Requirements," "Archaeology", "Paleontology", "Biologist" and "Environmentally Sensitive Area (ESA)" of these special provisions.

If the Contractor elects to work during the hours of darkness, ESA areas shall be shielded from illumination from the Contractor's lighting devices.

A special preconstruction meeting will be scheduled within 15 days of acceptance of the contract to discuss environmental issues. Attendees of the meeting will include representatives from the County, Caltrans Archaeologist, Caltrans Biologist, and environmental monitors.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

The first order of work shall be to place temporary fence (type ESA) and fence (type wire, 5-strand, wood post). The Contractor shall notify the Engineer, in writing, 5 days in advance of placing any fence. The Contractor shall not erect any temporary fence (Type ESA), unless a Caltrans Archaeologist and Caltrans Biologist is present and as directed by the Engineer.

Attention is directed to "Clearing and Grubbing" of these special provisions concerning scheduling clearing and grubbing activities.

Clearing and grubbing shall not be performed from February 15 to July 15, unless approved in writing by the Engineer.

Clearing and grubbing in riparian areas shall not be performed from March 1 to September 15, unless approved in writing by the Engineer.

No construction shall be performed within 60 meters of riparian woodland area from April 1 to July 31, unless approved in writing by the Engineer.

Grading work for the slopes at the following locations shall not be performed during the rainy season defined as October 1 through May 1, unless authorized in writing by the Engineer:

- A) Southbound Route 133 from Station 166+00 to 170+00
- B) Southbound Route 133 from Station 137+00 to 140+00
- C) Northbound Route 133 from Station 156+00 to 166+00

Attention is directed to "Earthwork" of these special provisions concerning scheduling excavation activities.

Attention is directed to "Piling" of these special provisions concerning driving piles during nesting season.

Ground water resulting from dewatering shall not be allowed to percolate back into the ground or be discharged downstream without obtaining a permit from the 'Regional Water Quality Control Board,' at the Contractors expense.

At the option of the Contractor, ground water obtained during dewatering activities may be used for dust control and compaction. Ground water used for dust control and compaction may be stored until needed. Storage shall consist of tanks, or other methods approved by the Engineer, that prevents ground water from discharging downstream or percolating into the ground.

Full compensation for providing ground water storage shall be considered as included in the contract lump sum price paid for develop water supply and no additional compensation will be allowed therefor.

Construction sequence for Stage 1:

- A. Clear and grub the areas needed to continue work through the first nesting season. The Contractor shall prepare a plan of clearing and grubbing areas for approval by the Engineer before clearing and grubbing work is to commence. The Engineer will approve plan within 7 days.
- B. Excavate Graded Mitigation Areas 2, 3 and 5 as shown on the Contour Grading plans.
- C. Excavate 300 mm duff from area shown on the contour grading plans and place duff material in Graded Mitigation Area 5.
- D. Excavate 100 mm Duff from areas shown on the contour grading plans. Duff material may be stockpiled in Graded Mitigation Areas 2 and 3.
- E. Construct embankment from station 115+00 to 116+10.
- F. Construct all other elements needed to complete Stage 1 not including structural section.
- G. Allow utilities to perform relocation work adjacent to shoulders.
- H. Construct structural section.

Note: Structural section from station 115+00 to 116+10 shall be constructed as a last order of work for stage one.

Construction sequence for Stage 2:

- A. Remove exist roadway (G Line)
- B. Grade G Line area as shown on plans
- C. Construct access roads of decomposed granite as shown on the plans.
- D. Construct all other elements needed to complete Stage 2.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

When embankment settlement periods or surcharge embankment settlement periods are specified, the settlement periods and the deferment of portions of the work shall comply with the provisions in Section 19-6.025, "Settlement Period," of the Standard Specifications and in "Earthwork" of these special provisions.

#### **10-1.02 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project lies within the boundaries of the San Diego and Santa Ana Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued a permit to the Department which governs storm water and non-storm water discharges from its properties, facilities and activities. The Department's Permit is entitled: "Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation Properties, Facilities, and Activities." Copies of the Department's Permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254, and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/caltrans.html>.

The Department's Permit references and incorporates by reference the current Statewide General Permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No.

CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Associated with Construction Activity," which regulates discharges of storm water and non-storm water from construction activities disturbing 2 or more hectares of soil in a common plan of development. Sampling and analysis requirements as specified in SWRCB Resolution No. 2001-46 are added to the Statewide General Permit. Copies of the Statewide General Permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The San Diego RWQCB has issued a permit which governs storm water and non-storm water discharges resulting from construction activities in the project area. The San Diego RWQCB Permit is entitled: "National Pollutant Discharge Elimination System (NPDES) Permit No. CAG919002, Order No. 2001-96." Copies of the RWQCB Permit are available for review at the Office of Construction Administration 3351 Michelson Drive 3rd floor, Irvine CA 94612 Phone: (916)724-2188.

The NPDES permit that regulate this project, as referenced above, are hereafter collectively referred to as the "Permits."

This project shall conform to the Permits and modifications thereto. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

The Permits require the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits, the Department's "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and the Department's "Construction Site Best Management Practices (BMPs) Manual," including addenda issued up to and including the date of advertisement of the project. These manuals are hereinafter referred to, respectively, as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Permits and the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

## **RETENTION OF FUNDS**

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date

when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

#### **STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS**

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

Within 20 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 10 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The SWPPP shall apply to the areas within or outside of the highway right of way that are directly related to construction including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

The Contractor shall develop and include in the SWPPP the Sampling and Analysis Plan(s) as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the "Construction Site BMPs Consideration Checklist" and the "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

The following contract items of work shall be incorporated into the SWPPP as "Temporary Water Pollution Control Practices":

Temporary Soil Stabilization  
Temporary Mulch  
Temporary Fiber Rolls

Temporary soil stabilization and temporary fiber rolls shall be installed 10 day prior to the start of the beginning of the rainy season on the disturbed slopes at the following locations:

- 1) Southbound Route 133 from station 166+00 to station 170+00
- 2) Southbound Route 133 from station 137+00 to station 140+00
- 3) Northbound Route 133 from station 156+00 to station 166+00

Temporary mulch shall be applied to all non-active slopes, except those specified above, during the rainy season.

The Contractor's attention is directed to the special provisions provided for Temporary Water Pollution Control Practices and to "Order Of Work" of these special provisions.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents. The SWPPP shall also include a copy of the following: Notice of Construction, 401 certification, 404 permit, SDRWQCB Dewatering Permit, California Department of Fish and Game Agreement, U.S. Army Corp of Engineers permit.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

### **COST BREAK-DOWN**

The Contractor shall include a Water Pollution Control Cost Break-Down in the SWPPP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the SWPPP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary



Water Pollution Control Practices for which there are separate bid items. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the SWPPP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Attention is directed to "Time-Related Overhead" of these special provisions regarding compensation for time-related overhead.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered "Project-Specific Minimum Requirements." The Contractor shall incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the SWPPP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the SWPPP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit, except for time-related overhead, shall be included in the individual items listed in the cost break-down.

# WATER POLLUTION CONTROL COST BREAK-DOWN

**Contract No. 12-1072U4**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-7	Geotextiles, Plastic Covers & Erosion Control Blankets/Mats	M2			
SS-9	Earth Dikes/Drainage Swales & Lined Ditches	M			
SS-10	Outlet Protection/Velocity Dissipation Devices	EA			
SS-11	Slope Drains	EA			
SC-1	Silt Fence	M			
SC-3	Sediment Trap	EA			
SC-4	Check Dam	EA			
SC-5	Fiber Rolls	M			
SC-6	Gravel Bag Berm	M			
SC-7	Street Sweeping and Vacuuming	LS			
SC-8	Sandbag Barrier	M			
SC-9	Straw Bale Barrier	M			
SC-10	Storm Drain Inlet Protection	EA			
WE-1	Wind Erosion Control	LS			
TC-1	Stabilized Construction Entrance/Exit	EA			
TC-2	Stabilized Construction Roadway	EA			
TC-3	Entrance/Outlet Tire Wash	EA			
NS-1	Water Conservation Practices	LS			
NS-2	Dewatering Operations	EA			
NS-3	Paving and Grinding Operations	LS			
NS-4	Temporary Stream Crossing	EA			
NS-5	Clear Water Diversion	EA			
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS			
NS-7	Potable Water/Irrigation	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			

Contract No. 12-1072U4

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
WM-3	Stockpile Management	LS			
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-6	Hazardous Waste Management	LS			
WM-7	Contaminated Soil Management	LS			
WM-8	Concrete Waste Management	LS			
WM-9	Sanitary/Septic Waste Management	LS			
WM-10	Liquid Waste Management	LS			

**TOTAL** \_\_\_\_\_

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

### **SWPPP IMPLEMENTATION**

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

### **Year-Round Implementation Requirements**

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type D)" "Temporary Mulch" and "Move-In/Move-Out (Erosion Control)" of these special provisions. Erosion Control (Type D) shall be applied only during the "rainy season" designated from October 1 through May 1 unless directed by the Engineer.

The Contractor shall implement, maintain and inspect one of the following temporary sediment control practices, as approved by the Engineer, on a year-round basis. The listed practices shall remain in place until their use is no longer needed, as determined by the Engineer.

YEAR-ROUND SEDIMENT CONTROL PRACTICES	LOCATION USED
Fiber Rolls	Lake Edges and Stream Banks
Silt Fence	Lake Edges and Stream Banks

#### **Rainy Season Implementation Requirements**

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 1 and May 1.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be started and completed. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

#### **Non-Rainy Season Implementation Requirements**

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

#### **MAINTENANCE**

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of once every two weeks outside of the defined rainy season.
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

#### **REPORTING REQUIREMENTS**

##### **Report of Discharges, Notices or Orders**

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

#### **Report of First-Time Non-Storm Water Discharge**

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

#### **Annual Certifications**

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance, as contained in the Preparation Manual, to the Engineer.

#### **SAMPLING AND ANALYTICAL REQUIREMENTS**

The Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are: (a) preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired for sediment, siltation or turbidity and (b) preventing other pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, from causing or contributing to exceedances of water quality objectives.

The project has the potential to discharge non-visible pollutants in storm water from the construction site. The project SWPPP shall contain a Sampling and Analysis Plan (SAP) that describes the sampling and analysis strategy and schedule to be implemented on the project for monitoring non-visible pollutants in conformance with this section.

The SAP shall identify potential non-visible pollutants that are known or should be known to occur on the construction site associated with the following: (1) construction materials, wastes or operations; (2) known existing contamination due to historical site usage; or (3) application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water. Planned material and waste storage areas, locations of known existing contamination, and areas planned for application of soil amendments shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule for collecting a sample down gradient from the applicable non-visible pollutant source and a sufficiently large uncontaminated control sample during the first two hours of discharge from rain events during daylight hours which result in a sufficient discharge for sample collection. If run-on occurs onto the non-visible pollutant source, a run-on sample that is immediately down gradient of the run-on to the Department's right of way shall be collected. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall state that water quality sampling will be triggered when any of the following conditions are observed during the required storm water inspections conducted before or during a rain event:

- A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
- B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.
- C. Construction activities such as Portland cement concrete grinding or saw cutting, or the application of fertilizer, pesticide, herbicide, or curing compound have occurred during a rain event or within 24 hours preceding a rain event, and there is the potential for discharge of pollutants to surface waters or drainage system.
- D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and there is the potential for discharge of pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentration levels of non-visible pollutants in the soil amendment).
- E. Storm water runoff from an area contaminated by historical usage of the site is observed to combine with storm water, and there is the potential for discharge of pollutants to surface waters or drainage system.

The SAP shall identify sampling locations for collecting down gradient and control samples, and the rationale for their selection. The control sampling location shall be selected where the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the

SWPPP. The SAP shall state monitoring preparation, sample collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall identify the analytical method to be used for analyzing down gradient and control samples for potential non-visible pollutants on the project. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following internet site: [http://www.dhs.ca.gov/ps/ls/elap/html/lablist\\_county.htm](http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm).

The Contractor shall submit a hard copy and electronic copy of water quality analytical results and quality assurance/quality control data to the Engineer within 5 days of sampling for field analyses and within 30 days for laboratory analyses. Analytical results shall be accompanied by an evaluation from the Contractor to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the control sample. If down gradient or downstream samples, as applicable, show increased levels, the Contractor will assess the BMPs, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify BMPs to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have at a minimum the following information: sample identification number, contract number, constituent, reported value, method reference, method detection limit, and reported detection limit. The Contractor shall document sample collection during rain events.

Water quality sampling documentation and analytical results shall be maintained with the SWPPP on the project site until a Notice of Completion has been submitted and approved.

If construction activities or knowledge of site conditions change, such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

## **PAYMENT**

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

### **Soil Stabilization**

Temporary water pollution control practices except:

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

### **Sediment Control**

Temporary water pollution control practices except:  
SC-7 Street Sweeping and Vacuuming

### **Wind Erosion Control**

No sharing of maintenance costs will be allowed.

### **Tracking Control**

TC-1 Stabilized Construction Entrance/Exit.

### **Non-Storm Water Management**

No sharing of maintenance costs will be allowed.

### **Waste Management & Materials Pollution Control**

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for performing maintenance.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on items with no shared maintenance costs.

Full compensation for non-shared maintenance costs of water pollution control practices, as specified in this section, "Water Pollution Control," shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Water pollution control practices for which there is a contract item of work, will be measured and paid for as that contract item of work.

## **10-1.03 TEMPORARY SOIL STABILIZATION**

Bonded fiber matrix, a temporary soil stabilizer shall be applied at the locations described and in conformance with these special provisions.

Temporary soil stabilization shall consist of applying bonded fiber matrix to embankment slopes and excavation slopes as described in "Water Pollution Control" of these special provisions.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" and "Order of Work" of these special provisions.

### **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following requirements:

Temporary soil stabilizer shall be a bonded fiber matrix, consisting of a hydraulically applied system of long strand residual wood fibers joined together by a high-strength non-toxic adhesive to create a continuous, biodegradable, 3-dimensional blanket that adheres to the soil surface to form a bonded fiber matrix. The system shall be applied to the soil as a viscous mixture, which, upon drying, creates a high-strength, porous and erosion-resistant mat. Upon drying, the matrix shall not inhibit the germination and growth of plants in and beneath the layer. The matrix shall retain its form despite re-wetting.

### **APPLICATION**

Bonded fiber matrix shall be applied to the specified slopes at the completion of grading work or 10 days prior to the start of the "rainy season" designated as October 1 through May1, in conformance with the manufacturer's recommendations and the Caltrans Storm Water Quality Handbooks.



## **MEASUREMENT AND PAYMENT**

The contract price paid per square meter for Temporary Soil Stabilization-Bonded Fiber Matrix shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in soil stabilization for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.04 TEMPORARY MULCH**

Temporary mulch shall consist of hydraulically applying paper fiber mulch at the rate specified herein to excavation slopes and embankment slopes as described in "Water Pollution Control" of these special provisions. Temporary hydraulic mulch shall extend to the edge of grading limits of described slopes.

Attention is directed to "Water Pollution Control" of these special provisions.

## **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following:

### **Mulch**

Mulch shall be hydraulically applied recycled paper fiber with stabilizing emulsion as approved by the Engineer.

## **APPLICATION**

Temporary hydraulic mulch shall be applied as follows:

- A. Hydraulic mulch shall be applied at the rate of 1700 kilograms per hectare based on slope measurements and spread uniformly by hydro-seeding equipment.

Application of temporary hydraulic mulch shall occur 10 days prior to the start and throughout the "rainy season" designated as October 1 through May 1, on all non-active slopes except those specified for bonded fiber matrix application. Temporary hydraulic mulch shall be applied in conformance with the manufacturer's recommendations and the Caltrans Storm Water Quality Handbooks.

## **MEASUREMENT AND PAYMENT**

The contract price paid per square meter for temporary mulch shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary mulch for erosion control, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.05 TEMPORARY CULVERTS**

Temporary culverts shall be furnished, installed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The size and type of temporary culvert to be installed at each location shall be at the option of the Contractor; however, the culvert shall be capable of sustaining the intended load and of discharging a quantity of water equivalent to the type and size of culvert shown on the plans. Adequacy as to equivalent strength and capacity shall be subject to approval, in writing, by the Engineer.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Excavation and backfill for temporary culverts shall be performed in a manner that will provide adequate support for the culvert with a firm, nonsettling foundation for the roadbeds to be constructed over the culverts.

Temporary culverts that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work as determined by the Engineer, temporary culverts shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed temporary culverts that are not damaged may be installed in the permanent work provided the culverts conform to the requirements specified for the permanent work and the culverts are new when installed as temporary culverts.

Trenches and pits caused by the removal of temporary culverts shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Regardless of the sizes or kinds of temporary culverts installed, temporary culverts will be measured and paid for by the meter for the sizes of temporary culverts shown on the plans and listed in the Engineer's Estimate in the same manner specified for corrugated metal pipe in Section 66-4.01, "Measurement," and Section 66-4.02, "Payment," of the Standard Specifications.

Full compensation for maintaining, removing and disposing of temporary culverts shall be considered as included in the contract prices paid per meter for the various sizes or kinds of temporary culverts and no additional compensation will be allowed therefor.

#### **10-1.06 TEMPORARY FIBER ROLL**

Temporary fiber rolls shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Temporary fiber rolls shall be furnished, installed, maintained, and removed at the slope locations described in "Water Pollution Control" of these special provisions.

Attention is directed to "Water Pollution Control" and "Order Of Work" of these special provisions.

#### **MATERIALS**

Materials for temporary fiber rolls shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications.

Fiber rolls shall be pre-manufactured coconut fiber rolls encapsulated within a jute netting. Each roll shall be a minimum of 230mm in diameter and 7.6 meters in length. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.

Stakes shall be fir or pine and shall have a cross-sectional area of at least 360 mm<sup>2</sup> and a minimum length of 600 mm.

#### **INSTALLATION**

Temporary fiber roll shall be installed at the locations described in "Water Pollution Control" of these special provisions and in conformance with the Caltrans Storm Water Quality Handbooks and the manufacturer's recommendations.

The first row of fiber rolls shall be installed starting one meter above grading limits at top of slopes upon completion of clearing and grubbing. Fiber rolls shall be installed such that existing trees and shrubs beyond the clearing and grubbing limits shall not be damaged.

Upon completion of grading activities, or 10 days prior to the start of the "rainy season" designated as October 1 through May1, additional rows of fiber rolls shall be placed along contours of inclined plans of slopes at 5 meter intervals.

Temporary fiber rolls shall be maintained to disperse concentrated water runoff and to reduce runoff velocities. When no longer required for the intended purpose, as determined by the Engineer, temporary fiber rolls shall be removed from the site of the work.

#### **MEASUREMENT AND PAYMENT**

The quantity of temporary fiber roll will be measured by the meter as determined from one end to the other end along the surface of the roll.

The contract price paid per meter for temporary fiber roll shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary fiber rolls, complete in place, including maintenance and removal of materials as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary fiber roll placed at locations other than as described in these special provisions or where directed by the Engineer, in conformance with the Contractor's Storm Water Pollution Prevention Plan, will not be measured and will be paid for as specified in "Water Pollution Control" of these special provisions.

#### **10-1.07 TEMPORARY FENCE (TYPE ESA)**

Temporary fence (Type ESA) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work.

Temporary fence (Type ESA) shall be located unobstructed from view by heavy equipment operators and other construction workers.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein. Fabric used for Temporary fence (Type ESA) shall also conform to the following:

Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Height (min.):	1.0 m

Posts shall be either metal or wood at the Contractor's option and shall be suitable for the purpose intended and shall be driven into the soil a minimum of 400 mm. Post spacing shall be adequate to completely support the fence fabric in an upright position. Metal post shall be a minimum size of, 21.5 mm diameter x 1600 mm in length. Wood post shall be minimum of 25 mm x 50 mm x 1600 mm.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for metal posts will not be required.

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Temporary fence (Type ESA) will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence shall be considered as included in the contract prices paid per meter for the various types of temporary fence and no additional compensation will be allowed therefor.

#### **10-1.08 PRESERVATION OF PROPERTY**

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 600 mm box and the minimum size of shrub replacement shall be No. 15 container. Replacement ground cover plants shall be from flats and shall be planted 300 mm on center. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

#### **10-1.09 COOPERATION**

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (Contract No. 12-1072C4) to revegetate roadway in Orange County in Laguna Beach and Irvine on Route 133, from Route 73/133 separation to 0.5 km South of Route 405/133 Separation (KP 6.7 to KP 13.0), may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 12-1072E4) to mitigate environmental impacts in Orange County in Laguna Beach and Irvine on Route 133, from Route 73/133 separation to 0.5 km South of Route 405/133 Separation (KP 6.7 to KP 13.0), may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

#### **10-1.10 PROGRESS SCHEDULE (CRITICAL PATH METHOD)**

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these special provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule.

Attention is directed to "Payments" of Section 5 of these special provisions.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

#### **DEFINITIONS**

The following definitions shall apply to this section:

- A. **ACTIVITY.**—A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.
- B. **BASELINE SCHEDULE.**—The initial schedule representing the Contractor's work plan on the first working day of the project.
- C. **CONTRACT COMPLETION DATE.**—The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications.
- D. **CRITICAL PATH.**—The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.
- E. **CRITICAL PATH METHOD (CPM).**—A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
- F. **DATA DATE.**—The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
- G. **EARLY COMPLETION TIME.**—The difference in time between an early scheduled completion date and the contract completion date.
- H. **FLOAT.**—The difference between the earliest and latest allowable start or finish times for an activity.
- I. **MILESTONE.**—An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
- J. **NARRATIVE REPORT.**—A document submitted with each schedule that discusses topics related to project progress and scheduling.
- K. **NEAR CRITICAL PATH.**—A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.
- L. **SCHEDULED COMPLETION DATE.**—The planned project finish date shown on the current accepted schedule.
- M. **STATE OWNED FLOAT ACTIVITY.**—The activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.
- N. **TIME IMPACT ANALYSIS.**—A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.
- O. **TOTAL FLOAT.**—The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
- P. **UPDATE SCHEDULE.**—A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

#### **GENERAL REQUIREMENTS**

The Contractor shall submit to the Engineer baseline, monthly update and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

Schedules shall include, but not be limited to, activities that show the following that are applicable to the project:

- A. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion.

- B. Project start date, scheduled completion date and other milestones.
- C. Work performed by the Contractor, subcontractors and suppliers.
- D. Submittal development, delivery, review and approval, including those from the Contractor, subcontractors and suppliers.
- E. Procurement, delivery, installation and testing of materials, plants and equipment.
- F. Testing and settlement periods.
- G. Utility notification and relocation.
- H. Erection and removal of falsework and shoring.
- I. Major traffic stage switches.
- J. Finishing roadway and final cleanup.
- K. State-owned float as the predecessor activity to the scheduled completion date.

Schedules shall have not less than 50 and not more than 500 activities, unless otherwise authorized by the Engineer. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear and legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently or by completing activities earlier than planned. The Contractor may also submit for approval a cost reduction incentive proposal in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications that will reduce time of construction.

The Contractor may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

State-owned float shall be considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. The Contractor shall prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action in conformance with the provisions in "Time Impact Analysis" specified herein. The Engineer will document State-owned float by directing the Contractor to update the State-owned float activity on the next update schedule. The Contractor shall include a log of the action on the State-owned float activity and include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications. The Contractor shall prepare a time impact analysis to determine the effect of the change in conformance with the provisions in "Time Impact Analysis" specified herein, and shall include the impacts acceptable to the Engineer in the next update schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more working days because of the ordered change.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer

discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

### **COMPUTER SOFTWARE**

The Contractor shall submit to the Engineer for approval a description of proposed software before delivery. The software shall be the current version of Primavera SureTrak Project Manager for Windows, or equal, and shall be compatible with Windows NT (version 4.0) operating system. If software other than SureTrak is proposed, it shall be capable of generating files that can be imported into SureTrak.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The furnished schedule software shall become the property of the State and will not be returned to the Contractor. The State will compensate the Contractor in conformance with the provisions in Section 4-1.03, "Extra Work," of the Standard Specifications for replacement of software which is damaged, lost or stolen after delivery to the Engineer.

The Contractor shall instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within 20 working days of contract approval, the Contractor shall provide a commercial 8-hour training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. It is recommended that the Contractor also send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software. If software other than SureTrak is furnished, then the training session shall be a total of 16-hours for each Department employee.

### **NETWORK DIAGRAMS, REPORTS AND DATA**

The Contractor shall include the following for each schedule submittal:

- A. Two sets of originally plotted, time-scaled network diagrams.
- B. Two copies of a narrative report.
- C. Two copies of each of 3 sorts of the CPM software-generated tabular reports.
- D. One 1.44-megabyte 90 mm (3.5 inch) floppy diskette containing the schedule data.

The time-scaled network diagrams shall conform to the following:

- A. Show a continuous flow of information from left to right.
- B. Be based on early start and early finish dates of activities.
- C. Clearly show the primary paths of criticality using graphical presentation.
- D. Be prepared on E-size sheets, 860 mm x 1120 mm (34 inch x 44 inch).
- E. Include a title block and a timeline on each page.

The narrative report shall be organized in the following sequence with all applicable documents included:

- A. Contractor's transmittal letter.
- B. Work completed during the period.
- C. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours.
- D. Description of the current critical path.
- E. Changes to the critical path and scheduled completion date since the last schedule submittal.
- F. Description of problem areas.
- G. Current and anticipated delays:
  - 1. Cause of delay.
  - 2. Impact of delay on other activities, milestones and completion dates.
  - 3. Corrective action and schedule adjustments to correct the delay.
- H. Pending items and status thereof:
  - 1. Permits
  - 2. Change orders
  - 3. Time adjustments
  - 4. Non-compliance notices

I. Reasons for an early or late scheduled completion date in comparison to the contract completion date.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity number, (2) early start and (3) total float. Tabular reports shall be 215 mm x 280 mm (8 1/2 inch x 11 inch) in size and shall include, as a minimum, the following applicable information:

- A. Data date
- B. Activity number and description
- C. Predecessor and successor activity numbers and descriptions
- D. Activity codes
- E. Scheduled, or actual and remaining durations (work days) for each activity
- F. Earliest start (calendar) date
- G. Earliest finish (calendar) date
- H. Actual start (calendar) date
- I. Actual finish (calendar) date
- J. Latest start (calendar) date
- K. Latest finish (calendar) date
- L. Free float (work days)
- M. Total float (work days)
- N. Percentage of activity complete and remaining duration for incomplete activities.
- O. Lags
- P. Required constraints

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

#### **PRE-CONSTRUCTION SCHEDULING CONFERENCE**

The Contractor shall schedule and the Engineer will conduct a pre-construction scheduling conference with the Contractor's project manager and construction scheduler within 10 working days of the approval of the contract. At this meeting the Engineer will review the requirements of this section of the special provisions with the Contractor.

The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, then the general time-scaled logic diagram shall also display the deviations and resulting time impacts. The Contractor shall be prepared to discuss the proposal.

At this meeting, the Contractor shall additionally submit the alphanumeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, bridge number, station to station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline.

The Engineer will review the logic diagram, coding structure, and activity identification system, and provide any required baseline schedule changes to the Contractor for implementation.

#### **BASELINE SCHEDULE**

Beginning the week following the pre-construction scheduling conference, the Contractor shall meet with the Engineer weekly until the baseline schedule is accepted by the Engineer to discuss schedule development and resolve schedule issues.

The Contractor shall submit to the Engineer a baseline schedule within 20 working days of approval of the contract. The Contractor shall allow 3 weeks for the Engineer's review after the baseline schedule and all support data are submitted. In addition, the baseline schedule submittal will not be considered complete until the computer software is delivered and installed for use in review of the schedule.

The baseline schedule shall include the entire scope of work and how the Contractor plans to complete all work contemplated. The baseline schedule shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

The baseline schedule shall not extend beyond the number of working days specified in these special provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

If the Contractor submits an early completion baseline schedule that shows contract completion in less than 85 percent of the working days specified in these special provisions, the baseline schedule shall be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the contract. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable.

### **UPDATE SCHEDULE**

The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until the previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the twenty-first day of the month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete and finish dates shall be shown as applicable. Durations for work that has been completed shall be shown on the update schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

### **TIME IMPACT ANALYSIS**

The Contractor shall submit a written time impact analysis (TIA) to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

The Contractor shall submit a TIA in duplicate within 15 working days of receiving a written request for a TIA from the Engineer. The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. All approved TIA schedule changes shall be shown on the next update schedule.

If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update schedules. If agreement is reached at a later date, approved TIA schedule changes shall be shown on the next update schedule. The Engineer will withhold remaining payment on the schedule contract item if a TIA is requested by the Engineer and not submitted by the Contractor within 15 working days. The schedule item payment will resume on the next estimate after the requested TIA is submitted. No other contract payment will be retained regarding TIA submittals.



## **FINAL UPDATE SCHEDULE**

The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

## **RETENTION**

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)", will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

## **PAYMENT**

Progress schedule (critical path method) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path method) shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, including computer software, and for doing all the work involved in preparing, furnishing, and updating schedules, and instructing and assisting the Engineer in the use of computer software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for the progress schedule (critical path method) contract item will be made progressively as follows:

- A. A total of 25 percent of the item amount or a total of 25 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon achieving all of the following:
  - 1. Completion of 5 percent of all contract item work.
  - 2. Acceptance of all schedules and TIAs required to the time when 5 percent of all contract item work is complete.
  - 3. Delivery of schedule software to the Engineer.
  - 4. Completion of required schedule software training.
- B. A total of 50 percent of the item amount or a total of 50 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 25 percent of all contract item work is complete.
- C. A total of 75 percent of the item amount or a total of 75 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and TIAs required to the time when 50 percent of all contract item work is complete.
- D. A total of 100 percent of the item amount or a total of 100 percent of the amount listed for progress schedule (critical path method) in "Payments" of Section 5 of these special provisions, whichever is less, will be paid upon completion of all contract item work, acceptance of all schedules and TIAs required to the time when all contract item work is complete, and submittal of the certified final update schedule.

If the Contractor fails to complete any of the work or provide any of the schedules required by this section, the Engineer shall make an adjustment in compensation in conformance with the provisions in Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in furnishing schedules.

### **10-1.11 TIME-RELATED OVERHEAD**

The Contractor will be compensated for time-related overhead in conformance with these special provisions.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead associated with a reduction in contract time for cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased quantity of time-related overhead exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field office overhead and home office overhead are:

- A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Within 20 days of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract item payment rate for time-related overhead, in excess of 149 percent of the number of working days specified in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor.

The quantity of time-related overhead to be paid will be measured by the working day, designated in the Engineer's Estimate as WDAY. The estimated number of working days is the number of working days, excluding days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. The quantity of time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date, and which satisfy any of the following criteria:

- A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
  2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
  3. Other suspensions mutually agreed upon between the Engineer and the Contractor.
- B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
- C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract price paid per working day for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of the independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by joint venture partners, subcontractors, suppliers or other parties associated with the Contractor shall be considered as included in the various overhead costs for which the Contractor is compensated, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of the work, will be paid for upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

- A) The contract item price.
- B) Twenty percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

## **10-1.12 OBSTRUCTIONS**

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work:

STAGE 1 RELOCATIONS:

Utility (address)	Location	Working Days
Southern California Edison (Distribution)	112+78 "A" line to 136+00 "C" line	80
Southern California Edison (Transmission)	112+78 "A" line to 136+00 "C" line	80
Southern California Edison (Telecommunication)	112+78 "A" line to 136+00 "C" line	10
Cox Communications	112+78 "A" line to 136+00 "C" line	10
Transportation Corridor Agency	112+78 "A" line to 136+00 "C" line	10
Sprint PCS	112+78 "A" line to 136+00 "C" line	5
Cox Communications	136+00 to 143+88 "C" line	30
Transportation Corridor Agency	136+00 to 143+88 "C" line	10
Sprint PCS	136+00 to 143+88 "C" line	5
Cox Communications	143+88 "C" to 145+20 "C" (Temporary Poles)	5
Transportation Corridor Agency	143+88 "C" to 145+20 "C" (Temporary Poles)	10
Sprint PCS	143+88 "C" to 145+20 "C" (Temporary Poles)	10
Cox Communications	145+20 to 164+00 "C" line	30
Transportation Corridor Agency	145+20 to 164+00 "C" line	10
Sprint PCS	145+20 to 164+00 "C" line	5
SBC Pacific Bell	150+70 to 164+00 "C" line	15
Cox Communications	164+00 to 166+00 "C" line	15
Transportation Corridor Agency	164+00 to 166+00 "C" line	15
Sprint PCS	164+00 to 166+00 "C" line	15
SBC Pacific Bell	164+00 to 166+00 "C" line	15
Cox Communications	166+00 to 171+00 "B" line	30
Transportation Corridor Agency	166+00 to 171+00 "B" line	10
Sprint PCS	166+00 to 171+00 "B" line	10
SBC Pacific Bell	166+00 to 171+00 "B" line	20
Southern California Edison (Transmission)	155+00 to 166+50 "C" line 166+00 to 171+00 "B" line	75
Southern California Edison (Distribution)	155+00 to 166+50 "C" line 166+00 to 171+00 "B" line	25
Southern California Edison (Telecommunication)	155+00 to 166+50 "C" line 166+00 to 171+00 "B" line	7
Cox Communications Transportation Corridor Agency Sprint PCS SBC Pacific Bell	112+78 "A" line to 171+00+00 "C" (adjust manholes to grade)	15

- Note 1: The Contractor shall notify the Engineer, in writing, 90 days in advance of completing grading from station 112+78 "A" line to 143+88 "C" line and 145+20 to 164+00 "C" line.
- Note2: The Contractor shall notify the Engineer, in writing, 90 days in advance of completing the utility bench from station 155+00 to 166+50 "C" line and 166+00 to 171+00 "B" line.
- Note 3: The Contractor shall notify the Engineer, in writing, 90 days in advance of completing grading from station 164+00 to 166+00 "C" line.
- Note 4: The Contractor shall notify the Engineer, in writing, 90 days in advance of constructing Maintenance Vehicle Pullouts from station 112+78 "A" line to 171+00 "C" line.

**STAGE 2 RELOCATIONS:**

Utility (address)	Location	Working Days
Southern California Edison (Telecommunication), (Transmission), (Distribution)	112+78 "A" line to 143+88 "C" line and 166+50 to 169+50 "C" line (remove existing facilities)	15
Cox Communications, Transportation Corridor Agency, Sprint PCS	112+78 "A" line to 143+88 "C" line and 166+50 to 169+50 "C" line (remove existing facilities)	30
Cox Communications	143+88 "C" to 145+20 "C" line	20
Transportation Corridor Agency	143+88 "C" to 145+20 "C" line	10
Sprint PCS	143+88 "C" to 145+20 "C" line	5

Note 1: The Contractor shall notify the Engineer, in writing, 90 days in advance of completing grading from station 143+88 to 145+20 "C" line.

**STAGE 3 RELOCATIONS:**

Utility (address)	Location	Working Days
Southern California Edison (Telecommunication), (Transmission), (Distribution)	143+88 to 166+50 "C" line (remove existing facilities)	15
Cox Communications, Transportation Corridor Agency, Sprint PCS	143+88 to 166+50 "C" line (remove existing facilities)	30
Cox Communications	164+00 to 166+00 "B" line	30
Transportation Corridor Agency	164+00 to 166+00 "B" line	5
Sprint PCS	164+00 to 166+00 "B" line	5
Southern California Edison (Transmission)	164+00 to 166+00 "B" line	55
SBC Pacific Bell	164+00 to 166+00 "B" line	10

Note 1: The Contractor shall notify the Engineer, in writing, 90 days in advance of completing grading from station 164+00 to 166+00 "B" line.

In the event that the utility facilities mentioned above are not removed or relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

**10-1.13 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

The Contractor shall have a water truck available during any construction activity.

**10-1.14 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

**10-1.15 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar

devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

#### **10-1.16 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

### 10-1.17 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 3.6 m wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

No lane closures, shoulder closures, or other traffic restrictions will be allowed on the following day(s): July 4 through September 1. Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Access to the James Dilley Staging Area parking lot, (JD Line) shall be made available for northbound traffic during Saturdays and Sundays.

Vehicular access for official County Park Staff, emergency, and utility vehicles shall be maintained at the following locations:

1. Existing Camarillo Canyon Truck Trail, Station "B" 121+30 and "C" 121+30.
2. Existing Little Sycamore Canyon Truck Trail, Station "B" 129+05 and "C" 129+05.
3. Existing Laguna Lakes/Stagecoach Springs Truck Trail, Station "B" 136+30 and "C" 136+30
4. Station "G" 83+00
5. Station "G" 93+00
6. Existing Truck Trail from James Dilley Staging Area at Station "WLI" 11+00

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.



Chart No. 1																									
Two-Lane Conventional Highway Lane Requirements																									
Location: NB and SB Route 133 From Route 405 to Route 73																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																			X	X
Fridays	X	X	X	X	X																				
Saturdays																									
Sundays																									
Day before designated legal holiday																									
Designated legal holidays																									

**Legend:**  
☒ Highway may be closed  
☐ No work that interferes with public traffic will be allowed

**REMARKS:**  
 1. Closure signs shall not be exposed to public traffic more than 30 minutes before or after a closure except as otherwise stated in these special provisions.  
 2. A maximum of 20 closures are allowed for this project

Chart No. 2																									
Ramp Lane Requirements																									
Location: Southbound I-405 to Southbound SR-133 Off-Ramp																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X																			X	X
Fridays	X	X	X	X	X																				
Saturdays																									
Sundays																									
Day before designated legal holiday																									
Designated legal holidays																									

**Legend:**  
☒ Ramp may be closed  
☐ No work that interferes with public traffic will be allowed

**REMARKS:** No two consecutive on or off-ramps in the same direction shall be closed.

#### 10-1.18 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

## **CLOSURE SCHEDULE**

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

## **CONTINGENCY PLAN**

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

## **LATE REOPENING OF CLOSURES**

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

## **COMPENSATION**

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

## **10-1.19 CONSTRUCTION ZONE ENHANCED ENFORCEMENT**

Construction zone enhanced enforcement will be provided by the State as directed by the Engineer and in conformance with these special provisions. Construction zone enhanced enforcement shall consist of the presence of the California Highway Patrol (CHP) within and near the limits of construction during specified stages of work to control the movement of public traffic within the work zone. A total of 540 hours of California Highway Patrol support is available.

In addition to stages of work requiring CHP presence, the Engineer will provide additional CHP support as deemed appropriate by the Engineer.

The Contractor shall submit a schedule to the Engineer at least 15 days prior to the performance of work requiring construction zone enhanced enforcement. The schedule shall include all activities requiring construction zone enhanced

enforcement and the estimated hours of CHP support required for each activity. The work shall be performed within the number of hours allocated for CHP support.

The Contractor may request additional CHP support for other times and in support of other work activities. The Contractor shall bear the costs and expenses for additional CHP support. The CHP shall be compensated at an agreed rate of \$ 55 per hour per CHP Officer. The agreed rate shall be considered full compensation for each hour, or portion thereof, that a CHP Officer is performing construction area enhanced enforcement. There will be no markup applied to any expenses connected with CHP support. The costs and expenses for requested additional CHP support will be deducted from moneys due to the Contractor.

The Engineer will make all arrangements with the CHP for scheduled and requested additional construction zone enhanced enforcement.

CHP support shall be scheduled in compliance with the provisions in "Closure Requirements and Conditions" of these special provisions. The Contractor will be notified in writing of assigned CHP support when the Contractor is informed of the approval of requested closures.

Cancellations to previously approved closures scheduled to include construction zone enhancement enforcement shall be submitted in writing to the Engineer at least 36 hours prior to the time when the closure is to be in place. Written notices of cancellation for a closure shall be delivered to the Engineer between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding designated legal holidays.

Cancellations with less than the 36-hour written notice may result in charges from the CHP. The Contractor shall bear any costs and expenses resulting from cancellations with less than the 36 hour written notice, except cancellations due to weather or circumstances beyond the control of the Contractor, as determined by the Engineer. The CHP shall be compensated not less than \$50.00 per hour and no greater than 4 hours of overtime pay per CHP Officer scheduled to participate in the construction zone enhancement enforcement that is cancelled. The costs and expenses incurred for late cancellations will be deducted from moneys due or that may become due the Contractor.

The presence of the California Highway Patrol will not relieve the Contractor of responsibility of providing for the safety of the public in conformance with the requirements in Section 7-1.09, "Public Safety," nor relieve the Contractor from the responsibility for damage in conformance with the requirements in Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

#### **10-1.20 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic

control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

#### **10-1.21 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

##### **GENERAL**

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

##### **TEMPORARY LANELINE AND CENTERLINE DELINEATION**

Whenever lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 (ROAD CONSTRUCTION AHEAD) or C23 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m ahead of "no passing" zones. R63 (DO NOT PASS) signs shall be installed at the beginning and at every 600-m interval within "no passing" zones. For continuous zones longer than 3 km, W71 (NEXT 4 MILES) signs shall be installed beneath the C18 or C23 signs installed ahead of "no passing" zones. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for

"no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation and signing specified for "no passing" zones) for those areas where temporary laneline and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

#### **TEMPORARY EDGE LINE DELINEATION**

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edgeline delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

- A. Temporary pavement delineation for right edgelines shall, at the option of the Contractor, consist of either a solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m.
- B. Temporary pavement delineation for left edgelines shall, at the option of the Contractor, consist of either solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m or temporary pavement markers placed at longitudinal intervals of not more than 1.8 m. Temporary pavement markers used for temporary left edgeline delineation shall be one of the types of temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Traffic stripe (100-mm wide) placed as temporary edgeline delineation which will require removal shall conform to the provisions of "Temporary Traffic Stripe (Tape)" of these special provisions. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these special provisions may be used. The quantity of temporary traffic stripe (tape) or temporary traffic stripe (paint) used for this temporary edgeline delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during the hours of the day that the portable delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (900 mm) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation, including underlying adhesive, for those areas where temporary edgeline delineation is not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

#### **TEMPORARY TRAFFIC STRIPE (PAINT)**

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the plans. The painted temporary traffic stripe shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required.

Temporary painted traffic stripe shall conform to the provisions in Section 84-3, "Painted Traffic Stripes And Pavement Markings," of the Standard Specifications, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary painted traffic stripe. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. When temporary reflective

pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

#### **TEMPORARY PAVEMENT MARKING (PAINT)**

Temporary pavement marking consisting of painted pavement marking shall be applied and maintained at the locations shown on the plans. The painted temporary pavement marking shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary pavement marking will not be required.

Temporary painted pavement marking shall conform to the provisions in "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless whether on new or existing pavement.

#### **TEMPORARY PAVEMENT MARKERS**

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

#### **MEASUREMENT AND PAYMENT**

Temporary traffic stripe (paint) and temporary pavement marking (paint) will be measured and paid for in the same manner specified for paint traffic stripe (1-coat) and paint pavement marking (1-coat) in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

#### **10-1.22 PORTABLE CHANGEABLE MESSAGE SIGN**

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The Contractor shall provide, at the job site, a minimum of 6 portable changeable message signs that are in good working condition and ready for use at any time when ordered by the Engineer for placement.

All portable changeable message signs will be paid for on the basis of lump sum.

The contract lump sum price paid for portable changeable message sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location and removing the portable changeable message signs, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.23 TEMPORARY RAILING**

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

#### **10-1.24 CHANNELIZER**

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place) and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

#### **10-1.25 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755
  - 1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070
- B. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112.  
Telephone 1-408 287-4303, FAX 1-408 287-1929
2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach,  
CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.26 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

##### **REMOVE METAL BEAM GUARD RAILING**

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.



## **REMOVE PAVEMENT MARKER**

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per tonne for asphalt concrete (Type B) and no separate payment will be made therefor.

## **REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING**

Traffic stripe and pavement marking shall be removed at the locations shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow profiled thermoplastic traffic stripe contains lead chromate in average concentrations greater than or equal to 350 mg/kg and less than 1000 mg/kg Total Lead. Yellow profiled thermoplastic traffic stripe exist from Station "G" 67+70 to Station "B" 175+90. Residue produced when yellow thermoplastic are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

The removed yellow thermoplastic shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 1 days after accumulating 100 kg of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 3360 L of waste or portion thereof, if less than 3360 L of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed. From each additional 840 L of waste or portion thereof, if less than 840 L are produced, a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 3 days prior to the start of removal of yellow profiled thermoplastic traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic.

Prior to removing yellow profiled thermoplastic traffic stripe, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 5.

Where grinding or other methods approved by the Engineer are used to remove yellow profiled thermoplastic traffic stripe the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow profiled thermoplastic traffic stripe to the Engineer for approval not less than 15 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow profiled thermoplastic traffic stripe residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The

containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow profiled thermoplastic traffic stripe residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions regarding payment for the Lead Compliance Plan.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow profiled thermoplastic traffic stripe shall be considered as included in the contract items paid per meter for remove yellow profiled thermoplastic traffic stripe and no separate payment will be made therefor.

### **REMOVE DRAINAGE FACILITY**

Existing box culverts, pipe culverts and wingwalls, where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

### **REMOVE ROADSIDE SIGN**

Existing roadside signs, at those locations shown on the plans to be removed, shall be removed and disposed of.

Sign panels shown on the plans to be reused shall be salvaged.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for salvaging sign panels shall be considered as included in the contract unit price paid for remove roadside sign and no separate payment will be made therefor.

### **REMOVE FENCE (TYPE BW)**

Existing fence (Type BW), at the locations shown on the plans, shall be removed and disposed of.

### **RELOCATE ROADSIDE SIGN**

Existing roadside signs shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

### **REMOVE PORTLAND CEMENT CONCRETE PAVEMENT**

Removing portland cement concrete pavement shall conform to the provisions in Section 15-3, "Removing Concrete," of the Standard Specifications.

Where no joint exists in the pavement on the line at which concrete is to be removed, a straight, neat cut with a power driven saw shall be made along the line to a minimum depth of 50 mm before removing the concrete.

The quantities of portland cement concrete pavement removed will be measured and paid for by the square meter.

No deduction will be made from any excavation quantities for the quantity of portland cement concrete pavement removed.

Full compensation for removing bituminous or other overlying material and sawing joints at removal lines, as required, shall be considered as included in the contract price paid per square meter for remove concrete pavement and no additional compensation will be allowed therefor.

### **REMOVE BASE AND SURFACING**

Existing base and bituminous surfacing shown on the plans to be removed, shall be removed to a depth of at least 150 mm below the grade of the existing surfacing. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer.

Removing base and surfacing will be measured by the cubic meter in the same manner specified for roadway excavation in conformance with the provisions in Section 19, "Earthwork," of the Standard Specifications and will be paid for at the contract price per cubic meter for remove base and surfacing.

## **REMOVE CONCRETE BARRIER (TYPE K)**

Concrete barrier (Type K), where shown on the plans to be removed, shall be removed.

Removing concrete barrier (Type K) will be measured by the meter before removal operations.

### **10-1.27 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

By noon Monday, the Contractor shall submit a written schedule of planned clearing and grubbing activities for the following week period, defined as Friday noon throughout the following Friday noon.

The written schedule shall show the locations and times when the proposed clearing and grubbing activities are to be in effect. Clearing and grubbing schedules that are incomplete, unintelligible or inaccurate shall be returned for correction and resubmittal.

Amendments to the clearing and grubbing schedule, including adding additional clearing and grubbing activities shall be submitted to the Engineer, in writing, at least 3 working days in advance of the planned clearing and grubbing operation.

The Contractor shall confirm, in writing, all scheduled clearing and grubbing activities no later than 8:00 a.m., 3 working days prior to the date on which the clearing and grubbing activity will take place.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines. Clearing and grubbing shall not extend beyond the catchlines shown on the plans.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

### **10-1.28 WATERING**

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

### **10-1.29 EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Material Containing Aerially Deposited Lead" and "Water Pollution Control" of these special provisions.

By noon Monday, the Contractor shall submit a written schedule of planned excavation activities including but not limited to roadway excavation, structure excavation, drainage system excavation, post holes for construction area signs and fence post holes, for the following week period, defined as Friday noon throughout the following Friday noon.

The written schedule shall show the locations and times when the proposed excavation activities are to be in effect. Excavation schedules that are incomplete, unintelligible or inaccurate shall be returned for correction and resubmittal.

Amendments to the excavation schedule, including adding additional excavation activities shall be submitted to the Engineer, in writing, at least 3 working days in advance of the planned excavation operation.

The Contractor shall confirm, in writing, all scheduled excavation activities no later than 8:00 am, 3 working days prior to the date on which the excavation activity will take place.

Graded materials shall not be stored within 30 meters of any riparian woodland or wetland.

The grading plane of embankments beneath structure approach slabs and beneath the thickened portion of sleeper slabs shall not project above the grade established by the Engineer.

Fill material within 1.5 m of the finished roadway, basin access road, and basin access ramp shall have an R-value of at least 40, non-corrosive and Expansion Index of less than 21 or Plasticity Index of less than 12. Subgrade soils not meeting this criteria shall be removed and replaced with soil meeting the above requirements.

Bridge embankments shall be composed of low expansive soils within the limits shown in the structure plans. "Low Expansive" soils are defined as those soils having an Expansion Index (EI) below 50, as established by the ASTM D4827 method of testing.

At locations where the limits of low expansive soils include native soils, the Engineer will establish by testing that existing soils, within the limits requiring low expansive soils shown on the plans, qualify as having an Expansion Index below

50. The Contractor shall assist in this investigation by providing sufficient survey monuments to clearly identify the limits of the volume requiring low expansive soils. Soils within the limits of low expansive soils as shown on the plans, which do not qualify as having low expansive properties, shall be excavated by the Contractor in accordance with Section 19-2.02, "Unsuitable Material," of the Standard Specifications, and disposed of as directed by the Engineer. The Contractor shall not place any fill materials over native soils which require qualification as low expansive material until the Engineer provides written acceptance of the existing soils.

Soils which are excavated as unsuitable material for having an Expansion Index of 50 or higher shall be replaced by material having an Expansion Index below 50. Embankment soils placed to fill the volume of excavated unsuitable soils shall be placed to a relative compaction of 95%, except for the outer 1.5 m measured horizontally from the embankment side slopes as described in Section 19-5.03, "Relative Compaction (95 Percent)," of the Standard Specifications.

At locations where low expansive soils are required to be placed as fill material in order to construct bridge embankments, the material intended to be placed as low expansive soil will be qualified by the Engineer prior to its placement. Material intended to be placed as low expansive soil shall be stockpiled by the Contractor and clearly identified to the Engineer. The Engineer will establish by testing whether or not the stockpiled materials qualify as having an Expansion Index below 50. None of the stockpiled material shall be placed as fill until testing for expansive potential is completed and the Contractor receives written acceptance from the Engineer.

The excavation of undisturbed original materials determined by the Engineer to be as low expansive soils, within the limits requiring low expansive soils as shown on the plans, shall be measured and paid for as roadway excavation.

The placement of materials as low expansive soil within the limits of low expansive soil as shown on the plans, including soils placed to replace materials excavated as unsuitable for having an Expansion Index of 50 or greater, shall be considered as included in the contract price paid for roadway excavation.

The contract price paid per cubic meter for roadway excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavating unsuitable materials and placing materials of low expansive soil, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Clean sand shall be natural sand, free from clay or organic material and shall conform to the provisions in Section 19-3.065, "Pervious Backfill Material," of the Standard Specifications.

Surplus excavated material not designated or determined to contain aerially deposited lead shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 0.6-m below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 20 mm from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic meter for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

The "0.2-m" dimensions in the fifth paragraph of Section 19-3.08, "Payment," of the Standard Specifications are increased to "0.3-m" on this project.

Settlement periods are required for the bridge approach embankments at the bridges listed in the following table.

At the bridge abutments listed in the following table, excavation for the footings, or driving the foundation piles at each location shall not be done until the expiration of the settlement period for the embankment at the adjacent abutment of the same structure or an adjacent structure.

Surcharge embankments shall be constructed above the grading plane where listed in the following table:

Little Sycamore Bridge  
Br. No. 55-0998 (L/R)

Abutment Number	Bent Number	Settlement Period, Days
Abutment 1	Bent 2	30
Abutment 3	Bent 2	30

Laguna Lakes Trail Bridge  
Br. No. 55-0999 (L/R)

Abutment Number	Settlement Period, Days
Abutment 1	30
Abutment 2	30

Laguna Canyon Creek  
Bridge  
(Br. No. 55-1059 (L/R))

Abutment Number	Settlement Period, Days
Abutment 1	90
Abutment 2	90

The duration of the required settlement period at each location will be determined by the Engineer and will not exceed the number of days listed in the tables of settlement data.

The removal of surplus embankment material placed as a settlement or surcharge embankment, including material removed to conform to the finished slope lines shown on the plans, will be paid for at the contract price per cubic meter for roadway excavation.

In accordance with Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications, the Engineer will determine if undisturbed original material at the planned grade of shallow foundation excavations are suitable for foundation support. For Stage Coach Trail Bridge (Bridge No. 55-1000 L/R), the soils exposed in the foundation excavation at abutment 2 on the "C" Line may not be competent material. Competent material is anticipated to be encountered near elevation 113.000 at this location. Unsuitable materials below the base of the foundation shall be excavated by the Contractor to expose competent material. The space between the competent material and the base of the foundation shall be filled with lean concrete base as described in these special provisions, as shown on the contract plans and as required by the Standard Specifications.

If structure excavation or structure backfill involved in bridges is not otherwise designated by type, and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be paid for at the contract price per cubic meter for structure excavation (bridge) or structure backfill (bridge).

Structure excavation designated as (Type D), for footings at the locations shown on the plans, will be measured and paid for by the cubic meter as structure excavation (Type D). Ground water or surface water is expected to be encountered at these locations, but seal course concrete is not shown or specified. Structure excavation for footings at locations not designated on the plans as structure excavation (Type D), and where ground or surface water is encountered, will be measured and paid for by the cubic meter as structure excavation (bridge).

Attention is directed to "Relations With California Regional Water Quality Control Board" and "Water Pollution Control" of these special provisions.

#### **10-1.30 SUBGRADE ENHANCEMENT FABRIC**

This work shall consist of furnishing and placing a subgrade enhancement fabric where shown on the plans in conformance with these special provisions.

Attention is directed to "Engineering Fabrics" of these special provisions.

Rolls shall be stored in a manner that protects them from the elements. If rolls are stored outdoors, they shall be elevated and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, temperatures in excess of 71° C, and any other environmental condition that may damage the physical property values of the subgrade enhancement fabric.

#### **MATERIALS**

All materials for subgrade enhancement fabric shall conform to the provisions in these special provisions.

Fibers used in the manufacture of subgrade enhancement fabric, and the threads used in joining subgrade enhancement fabric by sewing, shall consist of long-chain synthetic polymers, composed of at least 95 percent by weight of polyolefins or polyesters. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. Thread used for sewing shall be of contrasting color to that of the subgrade enhancement fabric. Nylon thread shall not be used.

Subgrade enhancement fabric and fibers shall be resistant to chemical attack, mildew and rot.

Subgrade enhancement fabric shall be woven and shall conform to the following:

Specification	Units	ASTM Designation	Requirement
Grab Strength	N	D 4632	1400
Sewn Seam Strength	N	D 4632	1260
Tear Strength	N	D 4355	500
Puncture Strength	N	D 4833	500
Burst Strength	kPa	D 3786	3500
Permitivity, min.	sec <sup>-1</sup>	D 4491	0.02
Apparent Opening Size, max.	mm	D 4751	0.6
Ultraviolet Stability	%	D 4355	50 <sup>1</sup>
Elongation, max.	%	D 4632	50

1 After 500 hours of exposure

All property values, with the exception of apparent opening size (AOS), in these specifications represent minimum average roll values (MARV) in the weakest principle direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS represent maximum average roll values. Compliance with MARV requirements shall be stated on the Certificate of Compliance.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for each roll of subgrade enhancement fabric certifying that the fabric complies with MARV requirements and these special provisions. The Certificate of Compliance shall state name of the manufacturer, product name, style number, chemical composition of the filaments or yarns, and other pertinent information to fully describe the subgrade enhancement fabric. The certificate shall be accompanied by a laboratory test report certifying that the material conforms to the requirements specified herein.

The manufacturer shall establish, provide and maintain a quality control program that will assurance that all materials conform to the contract requirements specified herein. Documentation describing and recording the quality control program shall be submitted to the Engineer.

## TESTING

Prior to shipment to the jobsite, each lot of subgrade enhancement fabric shall be tested by an independent testing laboratory. Test results shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California.

A lot size for conformance or quality assurance sampling shall be considered to be the shipment quantity of the given product or a truckload of the given product, whichever is smaller.

Sampling for testing shall be in conformance with ASTM D 4354. Acceptance shall be based on testing or conformance samples obtained using Procedure A of ASTM D 4354.

Testing shall be performed in conformance with the methods referenced in this special provision. Acceptance shall be based on ASTM D 4759. Product acceptance is determined by comparing the average test results of all specimens within a given sample to the specification MARV.

## INSTALLATION AND CONSTRUCTION

Installation sites shall be cleared and grubbed of woody vegetation associated with bushes and trees, and free of debris.

Deep ruts or other large depressions in the subgrade to receive the first layer of subgrade enhancement fabric shall be filled level with the surrounding ground.

The amount of subgrade enhancement fabric placed shall be limited to that amount which can be covered with Class 2 aggregate subbase or fill material within 72 hours.

Subgrade enhancement fabric shall be handled, and placed in a wrinkle-free manner in conformance with the manufacturer's recommendations.

Adjacent borders of the subgrade enhancement fabric shall be sewn. On curves the fabric may be folded or cut to accommodate the curve.

For seams that are sewn in the field, the Contractor shall provide as least a 2 meter length of sewn seam for sampling by the Engineer before the subgrade enhancement fabric is installed. For seams which are sewn in the factory, the Engineer shall obtain samples of the factory seams at random from any roll of subgrade enhancement fabric which is used on the project.

For seams that are field sewn, the seams sewn for sampling shall be sewn using the same equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross machine direction, samples from both directions shall be provided.

The seam assembly description shall be submitted to the Engineer along with the sample of the seam. The description shall include the seam type, stitch type, sewing thread, and stitch density.

Rips or tears longer than 1 meter in the first layer of subgrade enhancement fabric shall be patched by sewing.

All rips or tears in the second layer of subgrade enhancement fabric shall be patched by sewing.

Subgrade enhancement fabric that is damaged during the progress of the work shall be repaired by the Contractor at the Contractor's expense.

Equipment or vehicles shall not be operated or driven directly on the subgrade enhancement fabric.

Compaction of initial cover shall be achieved by using overlapping passes of tracked crawler equipment such that the initial cover has received one complete coverage of the crawler tracks.

Sheepsfoot or other types of equipment employing a foot shall not be used to construct the initial cover or compact the first 250mm of fill above the initial cover.

## **MEASUREMENT AND PAYMENT**

Subgrade enhancement fabric shall be measured and paid for by the square meter not including overlaps.

The contract price paid per square meter for subgrade enhancement fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing subgrade enhancement fabric, complete in place, including testing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.31 MATERIAL CONTAINING AERIALY DEPOSITED LEAD**

Earthwork involving materials containing aerially deposited lead shall conform to the provisions in "Earthwork" and this section "Material Containing Aerially Deposited Lead" of these special provisions.

Attention is directed to "Aerially Deposited Lead" of these special provisions.

Type Y material contains aerially deposited lead in average concentrations greater than or equal to 5.0 mg/L Soluble Lead and between 0 - 1496 mg/kg (inclusive) Total Lead, as tested Type Y material exists between 0 m and 3.0 m, measured horizontally from the edges of existing pavement, below existing grade, or as shown on the plans. These materials shall be placed as shown on the plans, unless otherwise directed by the Engineer, and covered with a minimum 0.3-m layer of non-hazardous soil or pavement. These materials are hazardous waste regulated by the State of California that may be reused as permitted under the Variance of the Department of Toxic Substances Control. Temporary surplus material may be generated on this project due to the requirements of stage construction. Temporary surplus material shall not be transported outside the project limits. In order to conform to the requirements of these provisions, it may be necessary to stockpile materials for subsequent stages or construct some embankments out of stage or handle temporary surplus material more than once.

## **LEAD COMPLIANCE PLAN**

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling material containing aerially deposited lead. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer for review and acceptance at least 15 days prior to beginning work in areas containing aerially deposited lead.

The Contractor shall not work in areas containing aerially deposited lead within the project limits, unless authorized in writing by the Engineer, until the Engineer has accepted the Lead Compliance Plan.

Prior to performing work in areas containing aerially deposited lead, personnel who have no prior training or are not current in their training status, including State personnel, shall complete a safety training program provided by the Contractor. The safety training program shall meet the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead."

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 2.

The Engineer will notify the Contractor of acceptance or rejection of any submitted or revised Lead Compliance Plan not more than 10 days after submittal of the plan.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan,

including paying the Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **EXCAVATION AND TRANSPORTATION PLAN**

Within 15 days after approval of the contract, the Contractor shall submit 3 copies of the Excavation and Transportation Plan to the Engineer. The Engineer will have 7 days to review the Excavation and Transportation Plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the Excavation and Transportation Plan within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the Excavation and Transportation Plan, 3 additional copies of the Excavation and Transportation Plan incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the Excavation and Transportation Plan. In order to allow construction to proceed, the Engineer may conditionally approve the Excavation and Transportation Plan while minor revisions or amendments to the Plan are being completed.

The Contractor shall prepare a written, project specific Excavation and Transportation Plan establishing the procedures the Contractor will use to comply with requirements for excavating, transporting, and placing (or disposing) of material containing aurally deposited lead. The Excavation and Transportation Plan shall conform to the regulations of the Department of Toxic Substance Control and the California Division of Occupational Safety and Health Administration (Cal-OSHA). The sampling and analysis plans shall meet the requirements for the design and development of the sampling plan, statistical analysis, and reporting of test results contained in USEPA, SW 846, "Test Methods for Evaluating Solid Waste," Volume II: Field Manual Physical/Chemical, Chapter Nine, Section 9.1. The plan shall contain, but not be limited to the following elements:

- A. Excavation schedule (by location and date)
- B. Temporary locations of stockpiled material
- C. Sampling and analysis plans for areas after removal of a stockpile
  - 1. Location and number of samples
  - 2. Analytical laboratory
- D. Dust control measures
- E. Transportation equipment and routes
- F. Method for preventing spills and tracking material onto public roads
- G. Truck waiting and staging areas
- H. Spill Contingency Plan for material containing aurally deposited lead

### **DUST CONTROL**

Excavation, transportation, placement, and handling of materials containing aurally deposited lead shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing aurally deposited lead.

Stockpiles of material containing aurally deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 0.33 mm minimum thickness or 0.3 m of non-hazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

### **MATERIAL TRANSPORTATION**

Prior to traveling on public roads, loose and extraneous material shall be removed from surfaces outside the cargo areas of the transporting vehicles and the cargo shall be covered with tarpaulins, or other cover, as outlined in the approved Excavation and Transportation Plan. The Contractor shall be responsible for costs due to spillage of material containing lead during transport. The Department will not consider the Contractor a generator of these hazardous materials, and the Contractor will not be obligated for further cleanup, removal, or remedial action for such materials handled or disposed of in conformance with the requirements specified in these special provisions and the appropriate State and Federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

### **MEASUREMENT AND PAYMENT**

Quantities of roadway excavation (aurally deposited lead) and structure excavation (aurally deposited lead), of the types shown in the Engineer's Estimate, will be measured and paid for in the same manner specified for roadway excavation and structure excavation, respectively, in Section 19, "Earthwork," of the Standard Specifications.



Full compensation for preparing an approved Excavation and Transportation Plan, transporting material containing aerially deposited lead reused in the work from location to location, and transporting and disposing of material containing aerially deposited lead shall be considered as included in the contract prices paid per cubic meter for the items of roadway excavation (aerially deposited lead) and structure excavation (aerially deposited lead) involved, and no additional compensation will be allowed therefor.

No payment for stockpiling of material containing aerially deposited lead will be made, unless the stockpiling is ordered by the Engineer.

#### **10-1.32 DUFF**

This work shall consist of excavating, stockpiling and removing from stockpiles, spreading, and compacting duff in conformance with these special provisions.

Duff shall consist of a mixture of existing decomposed, chopped, broken or chipped plant material, leaves, grasses, and other plant material excavated from areas within excavation and embankment and other areas, as shown on the plans. Existing shrubs and other small plants shall be incorporated into the duff by discing, or by other methods which will break or chop the material into particles not greater than 150 mm in greatest dimension.

Trash and objectionable material shall be removed from duff excavation sites prior to duff excavation. The trash and objectionable material shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Duff shall be obtained by excavating the top 100 or 300 mm of existing material, measured perpendicular to the slope of the original grade, as shown on the plans. Duff shall be stockpiled—at locations at heights no greater than one meter as designated by the Engineer. Stockpiled duff shall be stabilized with Temporary Soil Stabilizer, as specified elsewhere in these Special Provisions.

Upon completion of the grading operations for the excavation and embankment slopes and other areas to receive duff the duff shall be spread on the areas designated to receive duff as shown on the plans. Duff shall be placed to a uniform depth of not less than 100 mm and shall be cross ripped with the base soil to a depth of 450 mm in all areas. The soil in these areas shall be left with an average clod size no larger than 50 mm in diameter. After ripping, duff and base soil shall be bonded together with a roller and stabilized with a Temporary Soil Stabilizer, as specified elsewhere in these special provisions.

Upon completion of duff excavation, temporary erosion control materials shall be furnished and applied as specified in these special provisions.

Duff placed on the finished slopes will be measured by the square meter. The areas of duff will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square meter for duff shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in duff, including excavating, stockpiling and removing duff from stockpiles, spreading, ripping and stabilizing duff, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.33 MOVE-IN/MOVE-OUT (EROSION CONTROL)**

Move-in/move-out (erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (Types D), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (Types D) elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (Types D), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of move-in/move-out (erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of move-in/move-out (erosion control).

#### 10-1.34 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

If the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

#### MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

#### Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

#### Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

#### SEED (TYPE 1)

#### LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus scoparius (Deerweed)	40	5.0
Lupinus succulentus (Arroyo Lupine)	40	3.0

#### SEED (TYPE 2)

#### LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus scoparius (Deerweed)	40	4.0
Lupinus bicolor (Lupine)	50	2.0

SEED (TYPE 3)  
LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Trifolium obtusiflorum (Creek Clover)	40	2.0
Lupinus bicolor (Lupine)	40	2.0

**Non-Legume Seed**

Non-legume seed shall consist of the following:

SEED (TYPE 1)  
NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Epilobium canum (California Fushia)	30	1.0
Eriogonum fasciculatum (California buckwheat)	65	3.0
Eschscholzia californica (California Poppy)	75	3.0
Lasthenia chrysostoma (Coast Goldfield)	30	2.0
Layia platyglossa (Tidy Tips)	40	1.0
Phacelia parry (Parry's Phacelia)	30	1.0
Stipa lepida (Foothill Needlegrass)	30	2.0
Stipa pulchra (Purple Needlegrass)	30	2.0
Solanum douglasii (White Nightshade)	30	2.0

SEED (TYPE 2)  
NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Artemisia californica (Sagenbrush)	50	4.0
Elymus condensatus (Giant Wild Rye)	40	2.0
Encelia californica (Bush Sunflower)	60	4.0
Eriogonum fasciculatum (California Buckwheat)	65	3.0
Eschscholzia californica (California Poppy)	75	2.0
Gnaphalium californicum (California Everlasting)	25	1.0
Hazardia squarrosus (Goldenbush)	20	1.0
Isocoma menziesii (Coastal Goldenbush)	20	1.0
Phacelia parry (Parry's Phacelia)	30	1.0
Salvia apiana (White Sage)	50	1.0
Salvia mellifera (Black Sage)	50	1.0

SEED (TYPE 3)  
NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Hordeum brachyantherum (Meadow Barley)	40	8.0
Poa secunda secunda (Pine Bluegrass)	40	6.0
Mulebergia microsperma (Littleseed Muhly)	15	3.0
Eschscholzia californica (California Poppy)	40	2.0

**Commercial Fertilizer**

Commercial fertilizer shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer," of the Standard Specifications and shall have a guaranteed chemical analysis of 15 percent nitrogen, 15 percent phosphoric acid and 15 percent water soluble potash.

**Straw**

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Straw shall be derived from rice.

**Endomycorrhizal Inoculum**

Endo (arbuscular) mycorrhizal inoculum shall be registered by the California Department of Food and Agriculture and consist of spores, mycelium, and mycorrhizal root fragments in a solid carrier suitable for handling by hydro-seeding or dry seeding equipment. The carrier shall be the material in which the inoculum was originally produced, and may include organic

materials, vermiculite, perlite, calcined clay, or other approved materials consistent with mechanical application and with good plant growth.

Each endomycorrhizal inoculum shall carry a supplier's guarantee of 80,000 propagules minimum per kilogram. The minimum propagule count shall be shown on each label provided. If more than one fungal species is claimed by the supplier, the label shall include a guarantee for each species of mycorrhizal fungus claimed.

Endomycorrhizal fungal species shall be suitable for the pH of the soil at the planting site. If the inoculum consists of a mixture of species, no more than 20% of the claimed propagule count shall consist of fungal species known to be unsuitable for the pH of the soil at the planting site.

A sample of approximately 28 grams of inoculum will be taken from each inoculum container by the Engineer. The number of propagules will be determined by laboratory testing. Propagules shall include live spores, mycelial fragments, and viable mycorrhizal root fragments.

Endomycorrhizal inoculum is a live material. It shall be stored, transported and applied at temperatures of less than 32 C.

### **Stabilizing Emulsion**

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

### **APPLICATION**

Erosion control materials shall be applied in separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	See Legume Seed (TYPES 1, 2, or 3)
Non-Legume Seed	See Non-Legume Seed (TYPES 1, 2, or 3)
Fiber	1700

- B. Straw shall be applied at the rate of 4 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	448
Endomycorrhizal inoculum	55
Commercial Fertilizer	224
Stabilizing Emulsion (Solids)	134

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

### **MEASUREMENT AND PAYMENT**

Endomycorrhizal inoculum will be measured by the kilogram or tonne, whichever unit is designated in the Engineer's Estimate. The weight will be as determined by the Engineer from marked mass and sack count or from scale weighings.

The contract price paid per kilogram or tonne for endomycorrhizal inoculum shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying endomycorrhizal inoculum, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.35 IRRIGATION CROSSOVERS**

Irrigation crossovers shall conform to the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications and these special provisions.

Conduits shall be placed in open trenches in conformance with the provisions in Section 20-5.03B, "Conduit for Irrigation Crossovers," of the Standard Specifications.

Conduits shall be bituminous coated corrugated steel pipe.

Water line crossovers shall conform to the provisions in Section 20-5.03C, "Water Line Crossovers," of the Standard Specifications.

Sprinkler control crossovers shall conform to the provisions in Section 20-5.027D, "Sprinkler Control Crossovers," of the Standard Specifications.

Installation of pull boxes shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduit and Pull Boxes," of the Standard Specifications. When no conductors are installed in electrical conduits, pull boxes for irrigation crossovers shall be installed on a foundation of compacted soil.

### **10-1.36 INSTALL WILDLIFE WATER GUZZLER**

Wildlife water guzzlers shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with these special provisions.

Wildlife water guzzlers will be state furnished.

Existing ground under the wildlife water guzzler shall be compacted to 90%.

Rocks and other sharp objects shall be removed from the excavation before wildlife water guzzler is installed.

Wildlife water guzzler shall be handled such that the tank is not damaged. Damaged wildlife water guzzlers shall be replaced at the Contractor's expense.

Existing vegetation shall not be damaged during installation of the wildlife water guzzler.

Wildlife water guzzler shall be filled with water to the capacity level indicated in the wildlife water guzzler.

The Contractor shall maintain the water inside the wildlife water guzzler to the indicated level for the duration of the contract.

Replacing wildlife water guzzlers that develop leaks after initial installation, inspection, and acceptance will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Installing wildlife water guzzler will be paid for by the unit as determined from actual count in place.

The contract unit price paid for install water guzzler shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing wildlife water guzzler, complete in place, including maintaining water levels with purified drinking water, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.37 ROADSIDE CLEARING**

Trash and debris shall be removed from duff excavation, stockpiled and spread areas as shown on the plans and as directed by the Engineer.

In addition to removing trash and debris, the duff excavated, stockpiled and spread areas shall be cleared as specified herein:

- A. Weeds shall be removed by hand pulling in Duff Excavation (300 mm) and Graded Excavation Area 5, as shown on the plans.
- B. Weeds shall be killed and removed in 'Duff Excavation (100 mm)' and duff stockpiled and spread areas, as shown on the plans.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the duff excavation, stockpiled and spread areas, as specified above, in a neat appearance until no earlier than December 31, 2004. This work shall include the following:

- A. Trash and debris shall be removed.

#### **Weed Control**

Weed control shall also conform to the following:

- A. Weeds shall be removed by hand pulling before the weeds reach the seed stage of growth.

- B. Removed weeds shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Pesticides used to control weeds shall conform to the provisions in Section 20-4.026, "Pesticides," of the Standard Specifications. Except as otherwise provided in these special provisions, pesticide use shall be limited to the following materials:

Glyphosate

Roadside clearing work shall not include work required to be performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

The contract lump sum price paid for roadside clearing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in roadside clearing, complete in place, including pesticides, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.38 AGGREGATE SUBBASE**

Aggregate subbase shall be Class 2 and shall conform to the provisions in Section 25, "Aggregate Subbases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 1, Class 2 and Class 3 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 1, Class 2 and Class 3 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where material will not be placed over the aggregate subbase.

#### **10-1.39 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

#### **10-1.40 DECOMPOSED GRANITE**

The work shall consist of furnishing, spreading, and compacting decomposed granite as specified in the Standard Specifications and these special provisions.

Decomposed granite shall be free from organic matter, clay and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm stable surface.

Decomposed granite shall conform to the grading requirements shown in the following table:

Sieve Sizes	Percentage Passing
9.5 - mm	100
4.75 - mm	95-100
2.36 - mm	75-80
1.18 - mm	55-65
600 - $\mu$ m	40-50
300 - $\mu$ m	25-30
150 - $\mu$ m	15-25
75 - $\mu$ m	5-15

The sand equivalent of the material shall be in the range of 30-50.

Decomposed granite shall be washed, natural beige sandstone color.

Decomposed granite shall be spread and compacted as specified in Section 26 "Aggregate Bases" of the Standard Specifications.

That the material shall be spread in 2 or more layers not to exceed 75 mm in thickness.

The relative compaction of each layer of compacted decomposed granite shall be not less than 90 percent.

Filter fabric shall conform to the specifications in Section 72 "Slope Protection" for rock slope protection fabric.

Contract No. 12-1072U4

Filter fabric shall be woven type fabric, Type B.

Full compensation for filter fabric shall be considered as included in the contract price paid per cubic meter for decomposed granite and no separate payment will be made therefor.

The contract price paid per cubic meter for decomposed granite shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, spreading and compacting decomposed granite, complete in place, including all labor, materials, tools equipment, and incidentals, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.41 LEAN CONCRETE BASE**

Lean concrete base shall conform to the provisions in Section 28, "Lean Concrete Base," of the Standard Specifications.

#### **10-1.42 TREATED PERMEABLE BASE**

Treated permeable base shall be asphalt treated and shall conform to the provisions in Section 29, "Treated Permeable Bases," of the Standard Specifications.

#### **10-1.43 ASPHALT CONCRETE**

Asphalt concrete shall be Type B and shall conform to the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions and these special provisions.

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions in "Asphalt Concrete (Miscellaneous Areas)" of these special provisions.

The Contractor may obtain a copy of the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete" at [www.dot.ca.gov/hq/construct/qcqa.html](http://www.dot.ca.gov/hq/construct/qcqa.html).

The aggregate for Type B asphalt concrete shall conform to the 19-mm maximum, medium grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

In addition to the provisions in Section 39-9.01, "Spreading Equipment," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3 mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

In addition to the straightedge requirements in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The top surface of the uppermost layer of asphalt concrete surfacing shall be profiled, in the presence of the Engineer, using a California Profilograph or equivalent in conformance with California Test 526 and as specified in these special provisions. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Profiles shall be made on the traveled way one meter from and parallel to each edge of traveled way and at the approximate location of the planned lane lines.

Pavement so profiled shall conform to the following Profile Index requirements:



- A. Pavement on tangent alignment and pavement on horizontal curves having a centerline radius curve of 600 m or more shall have a Profile Index of 80 mm per kilometer or less for each 160 m section profiled.
- B. Pavement on horizontal curves having a centerline radius curve of 300 m or more but less than 600 m including the pavement within the superelevation transition of such curves, shall have a Profile Index of 160 mm per kilometer or less for each 160 m section profiled.
- C. Pavement shall not have individual deviations in excess of 8 mm, as determined by California Test 526. The location of the profiles for determining deviations shall be designated by the Engineer.

Checking the following areas of pavement surface with the California Profilograph or equivalent will not be required:

- A. Pavement on horizontal curves having a centerline radius curve of less than 300 m and pavement within the superelevation transition of such curves.
- B. Pavement with a total thickness of 61 mm or less, or pavement with extensive grade correction which does not receive advance leveling operations as specified in Section 39-10.03, "Spreading," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, or where the edge of asphalt concrete conforms to curbs or gutters with a Profile Index greater than 80 mm per kilometer.
- C. Pavement for ramps and connectors with steep grades and high rates of superelevation and short sections of city or county streets and roads.
- D. Pavement within 15 m of a transverse joint that separates the pavement from an existing pavement not constructed under the contract.
- E. Shoulders and miscellaneous areas.

The Contractor shall schedule paving operations such that final rolling of asphalt concrete pavement is completed and initial runs of the profilograph are completed prior to opening new pavement to public traffic. Scheduling of these operations shall conform to the provisions for lane closures in "Maintaining Traffic" of these special provisions. In the event that initial profiles are not made prior to opening the pavement to public traffic, the initial profilograph runs shall be made the next day that traffic control is permitted for the area to be profiled.

The top surface of the uppermost layer of asphalt concrete surfacing that does not meet specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas which have been subject to abrasive grinding shall receive a fog seal coat. Deviations in excess of 8 mm which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be as approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense except that flagging costs will be paid for in conformance with the provisions in Section 12-2, "Flagging," of the Standard Specifications.

After abrasive grinding has been completed to reduce individual deviations in excess of 8 mm, additional grinding or corrections to the surface as specified above shall be performed as necessary to reduce the Profile Index of the pavement to the specified Profile Index value required for the area. The Contractor shall run profilograms of areas that have been subject to abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The original of final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the State and shall be delivered to the Engineer prior to acceptance of the contract.

Full compensation for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer, for performing corrective work to the pavement surface including abrasive grinding, removing and replacing asphalt concrete or placing asphalt concrete overlay to bring the surface within the tolerance specified shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt

concrete on adjacent lanes shall not be greater than 3 m nor less than 1.5 m. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, on both sides of the existing pavement, shall be completed to match the elevation of the edge of the existing pavement at each location prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

Asphalt concrete surfacing shall be placed on existing surfacing, including curve widening, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid per tonne for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

#### **10-1.44 ASPHALT CONCRETE (MISCELLANEOUS AREAS)**

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions for miscellaneous areas in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete placed in miscellaneous areas may be produced in conformance with the requirements for asphalt concrete placed on the traveled way in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes and, overside drains shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Aggregate for asphalt concrete dikes shall conform to the 9.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area) in addition to the prices paid for the materials involved shall be limited to the areas listed on the plans.

Asphalt concrete placed in miscellaneous areas will be paid for at the contract price per tonne for asphalt concrete (Type B) in conformance with the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions. Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, shall not apply to asphalt concrete placed in miscellaneous areas. Payment for placing asphalt concrete in miscellaneous areas and dikes will be in conformance with the provisions in Section 39-8.02, "Payment," of the Standard Specifications.

#### **10-1.45 RUBBERIZED ASPHALT CONCRETE (TYPE G)**

Rubberized asphalt concrete (Type G) shall consist of furnishing and mixing gap graded aggregate and asphalt-rubber binder and spreading and compacting the mixture. Type G rubberized asphalt concrete shall conform, except as otherwise provided, to the provisions for Type A asphalt concrete in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

##### **GENERAL**

The Contractor shall furnish samples of aggregate to the Engineer in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications.

Aggregate for Type G rubberized asphalt concrete shall be of such quality that the optimum amount of asphalt-rubber binder to be mixed with the aggregate, as determined by the Engineer in conformance with the requirements in California Test 367 (as amended below), shall be a minimum of 7.0 percent by mass of dry aggregate and a maximum of 9.0 percent by mass of dry aggregate. Aggregates which result in an optimum asphalt-rubber binder content of less than 7.0 percent or more than 9.0 percent by mass of dry aggregate shall not be used. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the requirements in California Test 367, except as follows:

- A. The specific gravity used in California Test 367, Section "B. Voids Content of Specimen," will be determined using California Test 308, Method A.
- B. California Test 367, Section "C. Optimum Bitumen Content," is revised as follows:
  1. Plot asphalt-rubber binder content versus void content for each specimen on Form TL-306 (Figure 3), and connect adjacent points with straight lines.

2. From Figure 3 select the theoretical asphalt-rubber binder content that has 5.0 percent voids.
  3. Record the asphalt-rubber binder content in Step 2 as the Optimum Bitumen Content (OBC).
  4. To establish a recommended range, use the Optimum Bitumen Content (OBC) as the high value and 0.3 percent less as the low value. Notwithstanding, the recommended range shall not extend below 7.0 percent nor shall the high value to establish the recommended range be above 9.0 percent. If the OBC is 7.0 percent, then there shall be no recommended range, and 7.0 percent shall be the recommended value.
- C. Laboratory mixing and compaction shall be in conformance with the requirements of California Test 304, except that the mixing temperature of the aggregate shall be between 149°C and 163°C. The compaction temperature of the combined mixture shall be between 143°C and 149°C.

The rubberized asphalt concrete mixture, composed of the aggregate proposed for use and the optimum amount of asphalt-rubber binder as determined in conformance with the requirements in California Test 367 modified above, shall conform to the following quality requirements:

#### RUBBERIZED ASPHALT CONCRETE MIXTURE

Test Parameter	California Test	Requirement
Stabilometer Value, Minimum	304 and 366	23
Voids in Mineral Aggregate, Percent, Minimum	See Note	18

Note: Voids in mineral aggregate test shall be determined as described in Asphalt Institute Mix Design Methods for Asphalt Concrete (MS-2).

The asphalt-rubber binder content of the rubberized asphalt concrete (Type G) will be determined by extraction tests in conformance with the requirements in California Test 362, or will be determined in conformance with the requirements in California Test 379.

The Contractor shall furnish a Certificate of Compliance to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each material used in asphalt-rubber binder and the asphalt-rubber binder mixture. The Certificate of Compliance shall certify that the material conforms to the provisions in these special provisions. When requested by the Engineer, the Contractor shall submit samples with the Certificate of Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the asphalt-rubber binder, for the completed mixture of asphalt-rubber binder and for the Type G rubberized asphalt concrete.

The Contractor shall provide a Certificate of Compliance for each truck load of crumb rubber modifier (CRM), paving asphalt, and asphalt modifier delivered to the project. The Quality Control Program used by the manufacturer of each ingredient shall include a sampling and testing frequency as shown below:

- A. CRM shall be tested, except for the grading requirement, at least once for every 225 tonnes of production, with a minimum of once for each project. CRM shall be tested for grading for every truck load delivered to the project.
- B. Paving asphalt shall be tested at least once for every 180 tonnes of production with a minimum of once for each project.
- C. Asphalt modifier shall be tested at least once for every 23 tonnes of production with a minimum of once for each project.
- D. A copy of the laboratory test results for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered to the Engineer for the materials supplied.

#### PAVING ASPHALT

The grade of paving asphalt to be used in the asphalt-rubber binder shall be AR-4000 and shall conform to the provisions in Section 92, "Asphalts," of the Standard Specifications and these special provisions.

The paving asphalt for use in asphalt-rubber binder shall be modified with an asphalt modifier.

#### ASPHALT MODIFIER

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the following requirements:

#### ASPHALT MODIFIER

Test Parameter	ASTM	Requirement
	Designation	
Viscosity, m <sup>2</sup> /s (x10 <sup>-6</sup> ) at 100°C	D 445	X ± 3*
Flash Point, CL.O.C., °C	D 92	207 min.
Molecular Analysis:		
Asphaltenes, percent by mass	D 2007	0.1 max.
Aromatics, percent by mass	D 2007	55 min.

\* The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits 19 and 36 and shall be submitted in writing to the Engineer. A proposed change, requested by the Contractor, in the value "X" shall require a new asphalt-rubber binder design.

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt-rubber binder is blended and reacted. Asphalt modifier shall be added in an amount of 2.5 percent to 6.0 percent by mass of the paving asphalt based on the recommendation of the asphalt-rubber binder supplier. The paving asphalt shall be at a temperature of not less than 190°C or more than 226°C when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt, before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. Premixing of asphalt modifier and paving asphalt will not be required when the ingredients of the asphalt-rubber binder are proportioned and mixed simultaneously. Asphalt modifier and paving asphalt shall be measured for proportioning with meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

#### CRUMB RUBBER MODIFIER (CRM)

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from a combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Steel and fiber separation may be accomplished by any method. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles which can pass through the grinder or granulator without being ground or granulated respectively shall not be used.

CRM shall not contain more than 0.01-percent wire (by mass of CRM) and shall be free of other contaminants, except fabric. Fabric shall not exceed 0.05-percent by mass of CRM. The test and method for determining the percent by mass of wire and fabric is available at the Transportation Laboratory, Pavement Branch, Telephone 916-227-7300, and will be furnished to interested persons upon request. A Certificate of Compliance certifying these percentages shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The length of an individual CRM particle shall not exceed 4.75 mm.

The CRM shall be sufficiently dry so that the CRM will be free flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum amount of 3 percent by mass of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity between 1.1 and 1.2 as determined by California Test 208. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately. CRM material shall conform to the following requirements of ASTM Designation: D 297:

#### SCRAP TIRE CRUMB RUBBER MODIFIER

Test Parameter	Percent	
	Min.	Max.
Acetone Extract	6.0	16.0
Ash Content	—	8.0
Carbon Black Content	28.0	38.0
Rubber Hydrocarbon	42.0	65.0
Natural Rubber Content	22.0	39.0

#### HIGH NATURAL CRUMB RUBBER MODIFIER

Test Parameter	Percent	
	Min.	Max.
Acetone Extract	4.0	16.0
Rubber Hydrocarbon	50.0	—
Natural Rubber Content	40.0	48.0

The CRM for asphalt-rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM Designation: C 136, except as follows:

- A. Split or quarter 100 g  $\pm$  5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C or more than 63°C and record the dry sample mass. Place the CRM sample and 5.0 g of talc in a 0.5-L jar. Seal the jar, then shake it by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.
- B. Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g  $\pm$  0.5 g, have a diameter of 24.5 mm  $\pm$  0.5 mm, and shall have a Shore Durometer "A" hardness of 50  $\pm$  5 in conformance with the requirements in ASTM Designation: D 2240. After sieving the combined material for 10 minutes  $\pm$  1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.
- C. Determine the mass of material passing the 75- $\mu$ m sieve (or mass retained in the pan) by subtracting the accumulated mass retained on the 75- $\mu$ m sieve from the accumulated mass retained in the pan. If the material passing the 75- $\mu$ m sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75- $\mu$ m sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75- $\mu$ m sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent.

### CRM GRADATIONS

Sieve Size	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
2.36-mm	100	100
2.00-mm	98-100	100
1.18-mm	45-75	95-100
600-μm	2-20	35-85
300-μm	0-6	10-30
150-μm	0-2	0-4
75-μm	0	0-1

### ASPHALT-RUBBER BINDER

Asphalt-rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 2 weeks before the binder's intended use, the Contractor shall furnish the Engineer 4 one-liter cans filled with the asphalt-rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of the materials to be used in the asphalt-rubber binder at least 2 weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

#### A. Paving Asphalt and Modifiers:

1. Source and grade of paving asphalt.
2. Source and identification (or type) of modifiers used.
3. Percentage of asphalt modifier by mass of paving asphalt.
4. Percentage of the combined blend of paving asphalt and asphalt modifier by total mass of asphalt-rubber binder to be used.
5. Laboratory test results for test parameters shown in these special provisions.

#### B. Crumb Rubber Modifier (CRM):

1. Source and identification (or type) of scrap tire and high natural CRM.
2. Percentage of scrap tire and high natural CRM by total mass of the asphalt-rubber blend.
3. If CRM from more than one source is used, the above information will be required for each CRM source used.
4. Laboratory test results for test parameters shown in these special provisions.

#### C. Asphalt-Rubber Binder:

1. Laboratory test results of the proposed blend for test parameters shown in these special provisions.
2. The minimum reaction time and temperature.

The method and equipment for combining paving asphalt, asphalt modifier, and CRM shall be so designed and accessible that the Engineer can readily determine the percentages by mass for each material being incorporated into the mixture.

The proportions of the materials, by total mass of asphalt-rubber binder, shall be 80 percent  $\pm$  2 percent combined paving asphalt and asphalt modifier, and 20 percent  $\pm$  2 percent CRM. However, the minimum amount of CRM shall not be less than 18.0 percent. Lower values which are rounded up shall not be allowed. The CRM shall be combined at the production site and shall contain 75 percent  $\pm$  2 percent scrap tire CRM and 25 percent  $\pm$  2 percent high natural CRM, by mass.

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture is considered to be chemically compatible when it meets the provisions for asphalt-rubber binder (after reacting) found in these special provisions.

The blended paving asphalt and asphalt modifier mixture, and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall be not less than 190°C nor more than 226°C when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 190°C nor more than 218°C. The temperature shall not be higher than 6°C below the actual flash point of the asphalt-rubber binder.

After reacting, the asphalt-rubber binder shall conform to the following requirements:

## ASPHALT-RUBBER BINDER

Test Parameter	ASTM Test Method	Requirement	
		Min.	Max.
Cone Penetration @ 25°C, 1/10 mm	D 217	25	70
Resilience @ 25°C, Percent rebound	D 3407	18	—
Field Softening Point, °C	D 36	52	74
Viscosity @ 190°C, Pa • s ( $\times 10^{-3}$ )	See Note	1500	4000

NOTE: The viscosity test shall be conducted using a hand held Haake Viscometer Model VT-02 with Rotor 1, 24 mm in depth x 53 mm in height, or equivalent, as determined by the Engineer. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 to 5000 Pa • s ( $\times 10^{-3}$ ). The viscometer will be considered accurate if the values obtained are within 300 Pa • s ( $\times 10^{-3}$ ) of the known viscosity. The known viscosity value shall be based on the fluid manufacturers standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. Viscometers used on the project shall be verified to be accurate. The test method for determining the viscosity of asphalt-rubber binder using a hand held viscometer is available at the Transportation Laboratory, Pavement Branch, Telephone (916) 227-7300. The accuracy verification results shall be provided to the Engineer and shall be certified by a Certificate of Compliance. The Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The Contractor shall provide a Haake Viscometer, or equivalent, at the production site during combining of asphalt-rubber binder materials. The Contractor shall take viscosity readings of asphalt-rubber binder from samples taken from the feed line connecting the storage and reaction tank to the asphalt concrete plant. Readings shall be taken at least every hour with not less than one reading for each batch of asphalt-rubber binder. The Contractor shall log these results, including time and asphalt-rubber binder temperature, and a copy of the log shall be submitted to the Engineer on a daily basis. As determined by the Engineer, the Contractor shall either notify the Engineer at least 15 minutes prior to each test or provide the Engineer a schedule of testing times.

The reacted asphalt-rubber binder shall be maintained at a temperature of not less than 190°C nor more than 218°C.

If any of the material in a batch of asphalt-rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. Any time the asphalt-rubber binder cools below 190°C and is reheated shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 190°C nor more than 218°C prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder mass. Reheated asphalt-rubber binder shall conform to the provisions for asphalt-rubber binder.

### EQUIPMENT FOR PRODUCTION OF ASPHALT-RUBBER BINDER

The Contractor shall utilize the following equipment for production of asphalt-rubber binder:

- A. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within  $\pm 3^\circ\text{C}$  and shall be of the recording type.
- B. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The blending system shall be capable of varying the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than  $\pm 14^\circ\text{C}$ . The paving asphalt feed, the asphalt modifier feed, and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The

Contractor shall provide a safe sampling device capable of delivering a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests.

- C. An asphalt-rubber binder storage tank equipped with a heating system furnished with a temperature reading device to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit capable of maintaining a homogeneous mixture of paving asphalt, asphalt modifier, and CRM.

The equipment shall be approved by the Engineer prior to use.

## AGGREGATE

The aggregate for Type G rubberized asphalt concrete shall conform to the following grading and shall meet the quality provisions specified for Type A asphalt concrete in Section 39-2.02, "Aggregate," of the Standard Specifications, except as follows:

- A. California Test 211, Los Angeles Rattler loss at 500 revolutions shall be 40 percent maximum.
- B. California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."
- C. The swell and moisture vapor susceptibility requirements shall not apply.

The symbol "X" in the following table is the gradation which the Contractor proposes to furnish for the specific sieve.

Aggregate Grading Requirements  
Percentage Passing  
19-mm maximum

Sieve Size	Limits of Proposed Gradation	Operating Range	Contract Compliance
25-mm	—	100	100
19-mm	—	95-100	90-100
12.5-mm	83-87	X±5	X±7
9.5-mm	65-70	X±5	X±7
4.75-mm	33-37	X±5	X±7
2.36-mm	18-22	X±4	X±5
600-µm	8-12	X±4	X±5
75-µm	—	2-7	0-8

## PROPORTIONING, SPREADING AND COMPACTING

When batch type asphalt concrete plants are used to produce Type G rubberized asphalt concrete, the asphalt-rubber binder and mineral aggregate shall be proportioned by mass.

A prime coat of liquid asphalt (prime coat) shall be applied.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

When continuous mixing type asphalt concrete plants are used to produce Type G rubberized asphalt concrete, the asphalt-rubber binder shall be proportioned by an asphalt meter of the mass flow, Coriolis effect type. The meter shall have been Type-approved by the Division of Measurement Standards prior to the start of production. The meter shall be calibrated in conformance with the requirements in California Test 109. The meter shall be interfaced with the existing continuous mixing plant controller in use on the asphalt concrete plant.

Type G rubberized asphalt concrete shall be placed only when the atmospheric and pavement surface temperatures are 13°C or above.

When the atmospheric and pavement surface temperature is 18°C or higher, the following shall apply:

- A. The temperature of the aggregate shall not be greater than 163°C at the time the asphalt-rubber binder is added to the aggregate.
- B. Type G rubberized asphalt concrete shall be spread at a temperature of not less than 138°C or more than 163°C, measured in the mat directly behind the paving machine.
- C. The first coverage of initial or breakdown compaction shall be performed when the temperature of the Type G rubberized asphalt concrete is not less than 135°C. Breakdown compaction shall be completed before the temperature of the Type G rubberized asphalt concrete drops below 121°C.



When the atmospheric or pavement surface temperature is below 18°C, the following shall apply:

- A. The temperature of the aggregate shall not be less than 149°C nor more than 163°C at the time the asphalt-rubber binder is added to the aggregate.
- B. The Contractor shall cover the loads of Type G rubberized asphalt concrete with tarpaulins. The tarpaulins shall completely cover the exposed Type G rubberized asphalt concrete until the Type G rubberized asphalt concrete has been completely transferred into the asphalt concrete paver hopper or deposited on the roadbed.
- C. Type G rubberized asphalt concrete shall be spread at a temperature of not less than 143°C nor more than 163°C, measured in the mat directly behind the paving machine.
- D. The first coverage of initial or breakdown compaction shall be performed when the temperature of the Type G rubberized asphalt concrete is not less than 138°C. Breakdown compaction shall be completed before the temperature of the Type G rubberized asphalt concrete drops below 127°C.

Pneumatic tired rollers shall not be used to compact Type G rubberized asphalt concrete.

In addition to the provisions in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3-mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

In addition to the straightedge provisions in Section 39-6.03, "Compacting," of the Standard Specifications, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The top surface of the uppermost layer of asphalt concrete surfacing shall be profiled by the Contractor, in the presence of the Engineer, using a California Profilograph or equivalent in conformance with California Test 526 and as specified in these special provisions. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Profiles shall be made on the traveled way one meter from and parallel to each edge of the traveled way and at the approximate location of the planned lane lines.

Pavement so profiled shall conform to the following Profile Index requirements:

- A. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 600 m or more shall have a Profile Index of 80 mm per kilometer or less for each 160-m section profiled.
- B. Pavement on horizontal curves having a centerline curve radius of 300 m or more but less than 600 m, including the pavement within the superelevation transition of these curves, shall have a Profile Index of 160 mm per kilometer or less for each 160-m section profiled.
- C. Pavement shall not have individual deviations in excess of 8 mm, as determined by California Test 526. The location of the profiles for determining deviations shall be designated by the Engineer.

Checking the following areas of pavement surface with the California Profilograph or equivalent will not be required:

- A. Pavement on horizontal curves having a centerline curve radius of less than 300 m and pavement within the superelevation transition of such curves.
- B. Pavement with a total thickness of 60 mm or less or pavement with extensive grade correction which does not receive advance leveling operations as in conformance to the provisions in Section 39-6.02, "Spreading," of the

Standard Specifications or where the edge of asphalt concrete conforms to curbs with a Profile Index greater than 80 mm per kilometer.

- C. Pavement for ramps and connectors with steep grades and high rates of superelevation and short sections of city or county streets and roads, as determined by the Engineer.
- D. Pavement within 15 m of a transverse joint that separates the pavement from an existing pavement not constructed under the contract.
- E. Shoulders and miscellaneous areas.

The Contractor shall schedule paving operations such that the final rolling of asphalt concrete pavement is completed and initial runs of the profilograph are completed prior to opening new pavement to public traffic. The scheduling of these operations shall be in consideration of the lane closure requirements specified in "Maintaining Traffic" of these special provisions. In the event that initial profiles are not made prior to opening the pavement to public traffic, the initial profilograph runs shall be made the next day that traffic control is permitted for the area to be profiled.

The top surface of the uppermost layer of asphalt concrete surfacing that does not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas which have been subject to abrasive grinding shall receive a fog seal coat. Deviations in excess of 8 mm which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting the specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense except that flagging costs will be paid for in conformance to the provisions in Section 12-2, "Flagging," of the Standard Specifications.

After abrasive grinding has been completed to reduce individual deviations in excess of 8 mm, additional grinding or corrections to the surface as specified above shall be performed as necessary to reduce the Profile Index of the pavement to the specified Profile Index value required for the area. The Contractor shall run profilograms on the areas that have received abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the highway right of way.

The original of the final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the State and shall be delivered to the Engineer prior to acceptance of the contract.

Full compensation for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer, for performing all corrective work to the pavement surface including abrasive grinding, removing, and replacing asphalt concrete or placing an asphalt concrete overlay to bring the surface within the tolerance specified shall be considered as included in the contract price paid per tonne for rubberized asphalt concrete (Type G) and no separate payment will be made therefor.

Alternative compacting equipment conforming to the provisions in Section 39-6.03, "Compacting," of the Standard Specifications shall be used to compact the Type G rubberized asphalt concrete.

Traffic shall not be allowed on the Type G rubberized asphalt concrete until final rolling operations have been completed and sand has been applied to the surface.

Sand shall be spread on the surface of Type G rubberized asphalt concrete at a rate of 0.5 kg/m<sup>2</sup> to 1.0 kg/m<sup>2</sup>. The exact rate will be determined by the Engineer. When ordered by the Engineer excess sand shall be removed from the pavement surface by sweeping. Sand shall be free from clay or organic material. Sand shall conform to the fine aggregate grading provisions in Section 90-3.03, "Fine Aggregate Grading," of the Standard Specifications.

If the finished surface of the asphalt concrete on Route 133 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat

rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Rubberized asphalt concrete (Type G) will be measured and paid for by the tonne in the same manner specified for asphalt concrete in Section 39-8, "Measurement and Payment," of the Standard Specifications.

Full compensation for furnishing and spreading sand on the rubberized asphalt concrete surface and for sweeping and removing excess sand from the pavement surface shall be considered as included in the contract price paid per tonne for rubberized asphalt concrete (Type G) and no separate payment will be made therefor.

## **10-1.46 PILING**

### **GENERAL**

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Foundation recommendations are included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Attention is directed to "Welding " of these special provisions.

Difficult pile installation is anticipated due to the presence of alluvial soils (loose to medium dense sands) underlain by decomposed to moderately weathered bedrock (clay/sandstone) with geotechnical engineering properties similar to very hard clays and very dense sands.

The Contractor shall provide and use closed-end pipe piles.

The Contractor shall be fully informed of the requirements of the agreements with County of Orange and Department of Fish and Game as well as rules, regulations, and conditions that may govern the Contractor's operations in the areas under the jurisdiction of the Department of Fish and Game, and shall conduct the work accordingly.

All pile-driving associated with the bridge construction shall be performed outside of the bird nesting season (February 15 through August 15), or the noise from the pile driving during the nesting season shall be controlled such that it does not exceed 60dBA in any habitat that is occupied by gnatcatcher, vireo, and/or flycatcher. If the pile driving proceeds during the nesting season, the level of noise in adjoining nesting sites, will be determined by an onsite noise monitor in coordination with the Caltrans Biologist will determine the extent of nesting sites occupied by the gnatcatcher, vireo, and flycatcher.

The noise levels shall be measured at the nearest nesting site as determined by the Caltrans Biologist.

If pile-driving exceeds 60dBA, as measured at the monitoring location, the Contractor shall cease operations. Pile-driving may resume after the Contractor can prove to the Engineer that the 60dBA limit will not be exceeded at the monitoring location, or nesting season is over and as directed in writing by the Engineer.

### **Driving System Submittal**

Prior to installing driven piling, the Contractor shall provide a driving system submittal, including driveability analysis, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. A submittal shall be made for each control location shown below. All proposed driving systems (i.e., each hammer that may be brought onto the site) shall be included in the submittal.

Bridge Number	Control Location
Little Sycamore Canyon Bridge (55-998 R/L)	Bent 2
Laguna Lakes Trail (55-1000 R/L)	Abutment 2
Laguna Canyon Creek Bridge (55-1059 L/R)	Abutment 2

The driving system submittal shall contain an analysis showing that the proposed driving systems will install piling to the specified tip elevation and specified bearing. Driving systems shall generate sufficient energy to drive the piles with stresses not more than 95 percent of the specified yield strength of the steel pile or unfilled steel shell. Submittals shall include the following:

- A. Complete description of soil parameters used, including soil quake and damping coefficients, skin friction distribution, ratio of shaft resistance to nominal compression resistance, assumptions made regarding the formation of soil plugs, and assumptions made regarding drilling through the center of open ended steel shells.
- B. List of all hammer operation parameters assumed in the analysis, including fuel settings, stroke limitations, and hammer efficiency.
- C. Driveability studies that are based on a wave equation analysis using a computer program that has been approved by the Engineer. Driveability studies shall model the Contractor's proposed driving systems, including the hammers, capblocks, and pile cushions, as well as determine driving resistance and pile stresses for assumed site conditions. Separate analyses shall be completed at elevations above the specified tip elevations where difficult driving is anticipated. Studies shall include plots for a range of pile compression capacities above and below the nominal compression resistance shown on the plans. Plots shall include the following:
  - 1. Pile compressive stress versus blows per 0.30-m.
  - 2. Pile tensile stress versus blows per 0.30-m.
  - 3. Nominal compression resistance versus blows per 0.30-m.

The driving system submittal shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. Prior to installing piling, the Contractor shall allow the Engineer 15 working days to review a driving system submittal after a complete set, as determined by the Engineer, has been received. Should the Engineer fail to complete his review within the time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in the driving system submittal review, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

The Contractor shall use the driving system and installation methods described in the approved driving system submittal for a given control location. Any change in hammers from those submitted and approved by the Engineer shall also meet the requirements for driving system submittals. Revised and new driving system submittals shall be approved by the Engineer prior to using corresponding driving systems on production piling. The Contractor shall allow the Engineer 15 working days to review each revised and each new driving system submittal after a complete set, as determined by the Engineer, has been received.

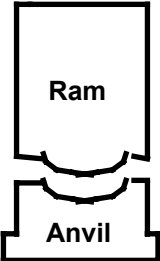

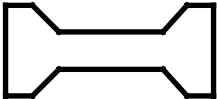


Approval of pile driving equipment will not relieve the Contractor of his responsibility to drive piling, free of damage, to the specified penetration.

Full compensation for driving system submittals shall be considered as included in the contract unit price paid for drive pile, and no additional compensation will be allowed therefor.

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION LABORATORY  
**PILE AND DRIVING DATA FORM**

Structure Name : \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 \_\_\_\_\_ Project: \_\_\_\_\_  
 Structure No.: \_\_\_\_\_ Pile Driving Contractor or Subcontractor \_\_\_\_\_  
 Dist./Co./Rte./kilo.post: \_\_\_\_\_

(Pile Driven By)

 <p style="text-align: center;"><b>Ram</b> <b>Anvil</b></p>	<p><b>Hammer</b></p>	<p>Manufacturer: _____ Model: _____          Type: _____ Serial No.: _____          Rated Energy: _____ at _____ Length of Stroke _____          Modifications: _____          _____          _____          _____</p>
	<p><b>Capblock (Hammer Cushion)</b></p>	<p>Material: _____          Thickness: _____ mm Area: _____ mm<sup>2</sup>          Modulus of Elasticity - E: _____ MPa          Coefficient of Restitution - e: _____</p>
	<p><b>Pile Cap</b></p>	<p> <div style="display: inline-block; border: 1px solid black; padding: 2px;">             Helmet Bonnet Anvil Block Drivehead           </div>           Mass: _____ kg         </p>
	<p><b>Pile</b></p>	<p>Material: _____          Thickness: _____ mm Area: _____ mm<sup>2</sup>          Modulus of Elasticity - E: _____ MPa          Coefficient of Restitution - e: _____</p>
	<p><b>Pile</b></p>	<p>Pile Type: _____          Length (In Leads): _____ m          kg/m.: _____ Taper: _____          Wall Thickness: _____ mm          Cross Sectional Area: _____ mm<sup>2</sup>          Design Pile Capacity: _____ kN          Description of Splice: _____          _____          Tip Treatment Description: _____</p>

**DISTRIBUTE one copy**

☐ Translab, DSF  
Foundation Testing &  
Instrumentation

☐ Translab, DSF  
Structures Foundations

☐ Resident Engineer

Note: If mandrel is used to drive the pile, attach separate manufacturer's detail sheet(s) including mass (kg) and dimensions.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Phone No.: \_\_\_\_\_

### **Drilling**

Drilling to obtain the specified penetration in conformance with the provisions in Section 49-1.05, "Driving Equipment," of the Standard Specifications shall only be used for driven type piles at the locations and to the bottom of hole elevations listed in the following table using a drill rig. The diameter of the drilled hole shall be less than the diameter of the pile. Materials resulting from jetting or drilling holes shall be disposed of in conformance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications.

Bridge Name or Number	Abutment Number	Bent Number	Elevation of Bottom of Jet or Hole
Little Sycamore Canyon Bridge (55-998 L/R)	Abutment 1 Left Bridge		106.5 m
		Bent 2 Left Bridge	108.5 m
	Abutment 1 Right Bridge		105.5 m
		Bent 2 Right Bridge	108.0 m
Laguna Lakes Trail Bridge (55-999 L/R)	Abutment 1 Left Bridge		104.5 m
	Abutment 2 Left Bridge		108.0 m
	Abutment 1 Right Bridge		112.0 m
	Abutment 2 Right Bridge		111.0 m

### **MEASUREMENT AND PAYMENT (PILING)**

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

Full compensation for furnishing and placing additional testing reinforcement, for load test anchorages, and for cutting off test piles as specified, shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed.

No additional compensation or extension of time will be made for additional foundation investigation, installation and testing of indicator piling, cutting off piling and restoring the foundation investigation and indicator pile sites, and review of request by the Engineer.

### **10-1.47 CONCRETE STRUCTURES**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

The surface of the channel invert at Laguna Canyon Creek Bridge (Bridge No. 55-1059(L/R)) shall be given a coarse texture by broomming with a stiff bristled broom or by other suitable devices which will result in a uniform transverse scoring, in advance of curing operations. The requirements of the seventh paragraph of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications shall not apply.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

When a roughened concrete surface is shown on the plans, the concrete surface shall be roughened to a full amplitude of approximately 6 mm by abrasive blasting, water blasting, or mechanical equipment.

### **FALSEWORK**

Falsework shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

In addition to the provisions in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications, the time to be provided for the Engineer's review of the working drawings for specific structures, or portions thereof, shall be as follows:

Structure or Portion of Structure	Total Review Time - Weeks
Little Sycamore L/R (55-998 L/R)	4
Laguna Lakes Trail L/R (55-999-L/R)	4
Stage Coach Trail L/R (55-1000 L/R)	4
Laguna Canyon Creek L/R (55-1059 L/R)	4

### **Welding and Nondestructive Testing**

Welding of steel members, except for previously welded splices and except for when fillet welds are used where load demands are less than or equal to 175 N/mm for each 3 mm of fillet weld, shall conform to AWS D1.1 or other recognized welding standard. The welding standard to be utilized shall be specified by the Contractor on the working drawings. Previously welded splices for falsework members are defined as splices made prior to the member being shipped to the project site.

Splices made by field welding of steel beams at the project site shall undergo nondestructive testing (NDT). At the option of the Contractor, either ultrasonic testing (UT) or radiographic testing (RT) shall be used as the method of NDT for each field weld and any repair made to a previously welded splice in a steel beam. Testing shall be performed at locations selected by the Contractor. The length of a splice weld where NDT is to be performed, shall be a cumulative weld length equal to 25 percent of the original splice weld length. The cover pass shall be ground smooth at the locations to be tested. The acceptance criteria shall conform to the requirements of AWS D1.1, Section 6, for cyclically loaded nontubular connections subject to tensile stress. If repairs are required in a portion of the weld, additional NDT shall be performed on the repaired sections. The NDT method chosen shall be used for an entire splice evaluation including any required repairs.

For all field welded splices, the Contractor shall furnish to the Engineer a letter of certification which certifies that all welding and NDT, including visual inspection, are in conformance with the specifications and the welding standard shown on the approved working drawings. This letter of certification shall be signed by an engineer who is registered as a Civil Engineer in the State of California and shall be provided prior to placing any concrete for which the falsework is being erected to support.

For previously welded splices, the Contractor shall determine and perform all necessary testing and inspection required to certify the ability of the falsework members to sustain the stresses required by the falsework design. This welding certification shall be in writing, shall be signed by an engineer who is registered as a Civil Engineer in the State of California, and shall be provided prior to placing any concrete for which the falsework is being erected to support.

The Contractor's engineer who signs the falsework drawings shall also certify in writing that the falsework is constructed in conformance with the approved drawings and the contract specifications prior to placing concrete. This certification shall include performing any testing necessary to verify the ability of the falsework members to sustain the stresses required by the falsework design. The engineer who signs the drawings may designate a representative to perform this certification. Where falsework contains openings for railroads, vehicular traffic, or pedestrians, the designated representative shall be qualified to perform this work, shall have at least three years of combined experience in falsework design or supervising falsework construction, and shall be registered as a Civil Engineer in the State of California. For other falsework, the designated representative shall be qualified to perform this work and shall have at least three years of combined experience in falsework design or supervising falsework construction. The Contractor shall certify the experience of the designated representative in writing and provide supporting documentation demonstrating the required experience if requested by the Engineer.

### **DECK CRACK TREATMENT**

The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, prior to prestressing, and prior to the release of falsework. In any 50-m<sup>2</sup> portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 5 m of cracks whose width at any location exceeds 0.5-mm, the deck shall be treated with methacrylate resin. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 1.5 m beyond the furthest single continuous crack outside the 50-m<sup>2</sup> portion, measured from where that crack exceeds 0.5-mm in width, as determined by the Engineer.

Deck crack treatment shall consist of test sealing, and furnishing and applying methacrylate resin in conformance with the requirements of these special provisions. If grinding operation is required, deck treatment shall take place after grinding.

Prior to the start of deck treatment work, the Contractor shall submit for approval by the Engineer, a program for public safety associated with the use of methacrylate resin. The program shall identify materials, equipment, and methods to be used. The Contractor shall not perform deck treatment work, other than that specifically authorized in writing by the Engineer, until the program has been approved.

If the measures being taken by the Contractor are inadequate to provide for public safety associated with use of methacrylate resin, the Engineer will direct the Contractor to revise the operations and the public safety program. Directions for revisions will be in writing and will specify the items in which the Contractor's program is inadequate. No further deck treatment shall be performed until public safety measures are adequate, and a revised program for public safety has been approved.

The Engineer will notify the Contractor of the approval or rejection of any submitted or revised program for public safety associated with the use of methacrylate resin within 10 working days of receipt of the final submitted program.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised program for public safety associated with the use of methacrylate resin, nor for any delays to the work due to the Contractor's failure to submit an acceptable program for public safety associated with the use of methacrylate resin. If the Engineer does not review or approve the program submitted by the Contractor within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the program for public safety, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall furnish an airborne emissions monitoring plan prepared by a certified industrial hygienist. Emissions will be monitored at a minimum of 4 points including the point of mixing, the point of application, and the point of nearest public contact, as determined by the Engineer. At the completion of work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be furnished to the Engineer.

### Materials

The material used for treating the deck shall be a low odor, high molecular weight methacrylate resin. Prior to adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

PROPERTY	TEST METHOD	REQUIREMENT
Viscosity mPa·s, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 25°C)	ASTM D 2196	0.025
Specific Gravity minimum, at 25°C	ASTM D 1475	0.90
Flash Point °C, minimum	ASTM D 3278	82
Vapor Pressure mm Hg, maximum, at 25°C	ASTM D 323	1.0
Tack-free time minutes, maximum at 25°C	California Test 551	400
PCC Saturated Surface-Dry Bond Strength MPa, minimum at 24 hours and 21±1°C	California Test 551	3.5
* Test shall be performed prior to adding initiator.		

A Material Safety Data Sheet shall be furnished prior to use for each shipment of high molecular weight methacrylate resin.



The promoter and initiator, if supplied separately from the resin, shall not be mixed directly with each other. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

### **Testing**

The Contractor shall allow 14 days for sampling and testing by the Engineer of the high molecular weight methacrylate resin prior to proposed use.

The Contractor shall treat a test area within the project limits of approximately 50 m<sup>2</sup> at a location approved by the Engineer. Conditions during the test treatment shall be similar to those expected on the deck. Equipment used in the test shall be similar to those used for the deck treating operations. If the test area is on the traveled way, traffic shall not be allowed on the treated test area until (1) the treated surface is tack free (non-oily), (2) the sand cover adheres sufficiently to resist brushing by hand, and (3) the coefficient of friction of the deck is at least 0.35 when tested in conformance with the requirements in California Test 342.

Should the above requirements for traffic use not be met, the Contractor shall suspend treating of bridge decks until another test area is treated and complies with the requirements.

### **Construction**

Prior to deck treatment with methacrylate resin, the bridge deck surface shall be cleaned by abrasive blasting and all loose material shall be blown from visible cracks using high-pressure air. Concrete curing seals shall be cleaned from the deck surface to be treated, and the deck shall be dry when blast cleaning is performed. If the deck surface becomes contaminated at any time prior to placing the penetrating sealer, the deck surface shall be cleaned by abrasive blasting.

Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

The relative humidity shall be less than 90 percent at time of treatment.

A compatible promoter/initiator system shall be capable of providing a resin gel time of not less than 40 minutes nor more than 1.5 hours at the temperature of application. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

The quantity of resin mixed with promoter and initiator shall be limited to 20 L at a time for manual application.

Machine application of the resin shall be performed by using a two-part resin system using a promoted resin for one part and an initiated resin for the other part. This two-part resin system shall be combined at equal volumes to the spray bars through separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus. Hand held spray apparatus shall not be used.

The Contractor shall allow methacrylate resin to be applied only to the specified area. Barrier rails, joints, and drainage facilities shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense.

The prepared area shall be dry and the surface temperature shall be less than or equal to 38°C when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 2.5 square meters per liter,  $\pm 0.1$  square meter per liter.

The deck surfaces to be treated shall be flooded with resin, allowing penetration into the concrete and filling of all cracks. The treatment shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application.

After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. Ninety-five percent of the sand shall pass the 2.36-mm sieve, and 95 percent shall be retained on the 850- $\mu$ m sieve. The sand shall be applied at a rate of one kilogram per square meter,  $\pm 0.1$  kilogram per square meter.

Excess sand shall be removed from the deck surface by vacuuming or sweeping prior to opening to traffic.

Traffic shall not be allowed on the treated area until (1) the treated surface is tack free (non-oily), (2) the sand cover adheres sufficiently to resist brushing by hand, and (3) the coefficient of friction of the deck is at least 0.35 when tested in conformance with the requirements in California Test 342.

## **MEASUREMENT AND PAYMENT**

Measurement and payment for concrete in structures shall conform to the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for roughening concrete surfaces to a full amplitude of approximately 6 mm, where shown on the plans, shall be considered as included in the contract price paid per cubic meter for structural concrete, bridge and no separate payment will be made therefor.

Full compensation for deck crack treatment, including a program for public safety and airborne monitoring, shall be considered as included in the contract price paid per cubic meter for structural concrete (bridge) and no additional compensation will be allowed therefor.

Full compensation for concrete cradle supporting the utilities shall be considered as included in the contract price paid per cubic meter for Structural Concrete, Bridge and no separate payment compensation will be made therefor.

### **10-1.48 STRUCTURE APPROACH SLABS (Type N)**

This work shall consist of constructing reinforced concrete approach slabs, structure approach drainage system, and treated permeable base at structure approaches in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

## **GENERAL**

Attention is directed to "Engineering Fabrics" of these special provisions.

## **STRUCTURE APPROACH DRAINAGE SYSTEM**

### **Geocomposite Drain**

Geocomposite drain shall consist of a manufactured core not less than 6.35 mm thick nor more than 50 mm thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate, through the drainage void, of at least 25 liters per minute per meter of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 168 kPa.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates and the externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.

Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.

The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.

The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.

The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 75 mm at all joints and wrap around the exterior edges a minimum of 75 mm beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 150 mm and be attached thereto.

Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a 150-mm overlap.

### **Plastic Pipe**

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.

### **Drainage Pads**

Concrete for use in drainage pads shall be minor concrete, except the concrete shall contain not less than 300 kilograms of cement per cubic meter.

### **Treated Permeable Base At Bottom Of Geocomposite Drains**

Treated permeable base to be placed around the slotted plastic pipe at the bottom of geocomposite drains shall conform to the provisions in "Treated Permeable Base Under Approach Slabs." If asphalt treated permeable base is used, it shall be placed at a temperature of not less than 82°C nor more than 110°C.

The filter fabric to be placed over the treated permeable base at the bottom of geocomposite drains shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the Standard Specifications.

### **ENGINEERING FABRICS**

Filter fabric to be placed between the structure approach embankment material and the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

The subgrade to receive the filter fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified for the material involved.

Filter fabric shall be aligned, handled, and placed in a wrinkle-free manner in conformance with the manufacturer's recommendations.

Adjacent borders of the filter fabric shall be overlapped from 300 to 450 mm or stitched. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched. When the fabric is joined by stitching, it shall be stitched with yarn of a contrasting color. The size and composition of the yarn shall be as recommended by the fabric manufacturer. The number of stitches per 25 mm of seam shall be 5 to 7.

Equipment or vehicles shall not be operated or driven directly on the filter fabric.

Woven tape fabric shall be treated to provide a minimum of 70 percent breaking strength retention after 500 hours exposure when tested in conformance with the requirements in ASTM Designation: D 4355. The Contractor shall notify the Engineer, in writing, of the source of woven tape fabric at least 45 days prior to use.

### **TREATED PERMEABLE BASE UNDER APPROACH SLAB**

Treated permeable base under structure approach slabs shall consist of constructing either an asphalt treated permeable base or a cement treated permeable base in accordance with Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.

The type of treatment, asphalt or cement, to be used shall be at the option of the Contractor.

The Contractor shall notify the Engineer in writing, not less than 30 days prior to the start of placing the treated permeable base, which type of treated permeable base will be furnished. Once the Contractor has notified the Engineer of the selection, the type to be furnished shall not be changed without a prior written request to do so and approval thereof in writing by the Engineer.

Asphalt treated permeable base shall be placed at a temperature of not less than 93°C nor more than 121°C. Material stored in excess of 2 hours shall not be used in the work.

Asphalt treated permeable base material may be spread in one layer. The base material shall be compacted with a vibrating shoe type compactor or rolled with a roller weighing at least 1.3 tonnes but no more than 4.5 tonnes. Rolling shall begin as soon as the mixture has cooled sufficiently to support the weight of the rolling equipment without undue displacement.

Cement treated permeable base material may be spread in one layer. The base material shall be compacted with either a vibrating shoe type compactor or with a steel-drum roller weighing at least 1.3 tonnes but no more than 4.5 tonnes. Compaction shall follow within one-half hour after the spreading operation and shall consist of 2 complete coverages of the treated material.

### **APPROACH SLABS**

Concrete for use in approach slabs shall contain not less than 400 kilograms of cementitious material per cubic meter.

The steel angle at the concrete barrier joint shall conform to the provision in Section 75-1.03, "Miscellaneous Metal," of the Standard Specifications.

Structure approach slabs shall be cured for not less than 5 days prior to opening to public traffic, unless, at the option of the Contractor, the structure approach slabs are constructed using concrete with a non-chloride Type C chemical admixture conforming to these special provisions.

Portland cement for use in concrete using a non-chloride Type C chemical admixture shall be Type II Modified, Type II Prestress, or Type III. Type II Modified and Type III cement shall conform to the provisions in Section 90-2.01, "Cement," of the Standard Specifications. Type II Prestress cement shall conform to the requirements of Type II Modified cement, except the mortar containing the portland cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not contract in air more than 0.053-percent.

The non-chloride Type C chemical admixture, approved by the Engineer, shall conform to the requirements in ASTM Designation: C 494 and Section 90-4, "Admixtures," of the Standard Specifications.

The concrete with non-chloride Type C chemical admixture shall be prequalified prior to placement in conformance with the provisions for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications and the following:

- A. Immediately after fabrication of the 5 test cylinders, the cylinders shall be stored in a temperature medium of  $21 \pm 1.5^{\circ}\text{C}$  until the cylinders are tested.
- B. The 6-hour average strength of the 5 test cylinders shall not be less than 5.85 MPa. No more than 2 test cylinders shall have a strength of less than 5.5 MPa.

Building paper shall be commercial quality No. 30 asphalt felt.

Polyvinyl chloride (PVC) conduit used to encase the abutment tie rod shall be of commercial quality.

The top surface of approach slabs shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. Edges of slabs shall be edger finished.

Approach slabs shall be cured with pigmented curing compound (1) in conformance with the provisions for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

Structure approach slabs constructed using concrete with a non-chloride Type C chemical admixture shall be cured for not less than 6 hours prior to opening to public traffic. The curing period shall be considered to begin at the start of discharge of the last truck load of concrete to be used in the slab.

If the ambient temperature is below  $18^{\circ}\text{C}$  during the curing period for approach slabs using concrete with a non-chloride Type C chemical admixture, an insulating layer or blanket shall be used to cover the surface. The insulating layer or blanket shall have an R-value rating given in the table below. At the Contractor's option, a heating tent may be used in lieu of or in combination with the insulating layer or blanket.

Temperature range during curing period	R-value, minimum
$13^{\circ}\text{C}$ to $18^{\circ}\text{C}$	1
$7^{\circ}\text{C}$ to $13^{\circ}\text{C}$	2
$4^{\circ}\text{C}$ to $7^{\circ}\text{C}$	3

## JOINTS

Hardboard and expanded polystyrene shall conform to the provisions in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications.

Type AL joint seals shall conform to the provisions in Section 51-1.12F, "Sealed Joints" of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

The pourable seal between the steel angle and concrete barrier shall conform to the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately prior to placing the seal, the joint shall be thoroughly cleaned, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces shall be dry at the time the seal is placed.

## MEASUREMENT AND PAYMENT

Structural concrete, approach slab (Type N) and structural concrete, will be measured and paid for in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for the structure approach drainage system including geocomposite drain, plastic pipe, drainage pads, treated permeable base, filter fabric, woven tape fabric, miscellaneous metal, and pourable seals shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab of the type shown in the Engineer's Estimate, and no additional compensation will be allowed therefor.

### 10-1.49 SEALING JOINTS

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs shall be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

Where polyurethane seals are shown on the plans, a silicone sealant conforming to the provisions in Section 51-1.12F, "Sealed Joints," of the Standard Specifications may be used.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans shall be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

#### **10-1.50 ARCHITECTURAL SURFACE (TEXTURED CONCRETE)**

Architectural texture for concrete surfaces shall conform to the details shown on the plans and the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Architectural textures listed below are required at concrete surfaces shown on the plans:

- A. Heavy blast texture
- B. Recessed Architectural Formliner

Heavy blast texture shall be an architectural texture constructed with the use of form liners to simulate the appearance of exposed aggregate, as shown on the plans or the approved test panel. A Class 1 surface finish shall be applied to the architectural texture.

The architectural recessed formliner shall simulate a formed relief constructed to the dimensions and shapes shown on the plans. Corners at the intersection of plane surfaces shall be sharp and crisp without easing or rounding. A Class 1 surface finish shall be applied to the architectural texture.

#### **TEST PANEL**

A test panel at least 1.25 m x 1.25 m in size shall be successfully completed at a location approved by the Engineer before beginning work on architectural textures. The test panel shall be constructed and finished with the materials, tools, equipment and methods to be used in constructing the architectural texture. If ordered by the Engineer, additional test panels shall be constructed and finished until the specified finish, texture and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer shall be used as the standard of comparison in determining acceptability of architectural texture for concrete surfaces.

#### **FORM LINERS**

Form liners shall be used for textured concrete surfaces on girder faces, wall faces and for recessed arch shapes on Type 732 (Mod) and Type 732A (Mod) Barrier as shown on the plans, and shall be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners shall be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of formliner material will be allowed. Form liners shall leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns shall be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations shall be reworked to remove such patterns as approved by the Engineer or the concrete shall be replaced.

Form liners shall have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (MPa)	D 412	0.9 to 6.2
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (MPa)	D 2370	18 minimum

Cuts and tears in form liners shall be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form shall not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason shall not be used.

Form liners shall extend the full length of texturing with transverse joints at 2.5 m minimum spacing. Small pieces of form liners shall not be used. Grooves shall be aligned straight and true. Grooves shall match at joints between form liners. Joints in the direction of grooves in grooved patterns shall be located only in the depressed portion of the textured concrete. Adjoining liners shall be butted together without distortion, open cracks or offsets at the joints. Joints between liners shall be cleaned before each use to remove any mortar in the joint.

Adhesives shall be compatible with the form liner material and with concrete. Adhesives shall be approved by the liner manufacturer. Adhesives shall not cause swelling of the liner material.

#### **RELEASING FORM LINERS**

Products and application procedures for form release agents shall be approved by the form liner manufacturer. Release agents shall not cause swelling of the liner material or delamination from the forms. Release agents shall not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method shall include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent shall coat the liner with a thin film. Following application of form release agent, the liner surfaces shall be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner shall be removed at least every 5 uses.

Form liners shall release without leaving particles or pieces of liner material on the concrete and without pulling or breaking concrete from the textured surface. The concrete surfaces exposed by removing forms shall be protected from damage.

#### **CURING**

Concrete surfaces with architectural texture shall be cured only by the forms-in-place or water methods. Seals and curing compounds shall not be used.

#### **MEASUREMENT AND PAYMENT**

Heavy Blast texture will be measured and paid for by the square meter.

The contract price paid per square meter for architectural heavy blast texture of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in architectural texture, complete in place, including test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## **PAYMENT**

Full compensation for architectural recessed formliner concrete surfaces on Type 732 (Mod) and Type 732A (Mod) Barrier using form liner shall be considered as included in the contract price paid per meter for Concrete Barrier Type 732 (Mod) and no separate payment will be made therefor.

Full compensation for lettering details on girders and faux columns shall be considered as included in the contract price paid per cubic meter for structural concrete (bridge) and no separate payment will be made therefor.

### **10-1.51 REINFORCEMENT**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Individual hoops, made continuous with butt welded splices, which are substituted for spiral reinforcement, shall conform to the requirements for "Ultimate Butt Splices" of these special provisions.

#### **ULTIMATE BUTT SPLICES**

Ultimate butt splices shall be either welded or mechanical splices, shall be used at the locations shown on the plans, and shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

##### **General Requirements**

The Contractor shall designate in writing an ultimate butt splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all ultimate butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding ultimate butt splicing to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

The length of any type of ultimate mechanical butt splice shall not exceed 10 times the bar diameter of the larger bar to be spliced.

All ultimate prejob, production, and job control sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point, and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Any splice that shows signs of tampering will be rejected.

A minimum of one control bar shall be removed from the same bar as, and adjacent to, all ultimate prejob, production, and job control sample splices. Control bars shall be 1) a minimum length of one meter for reinforcing bars No. 25 or smaller and 1.5 meters for reinforcing bars No. 29 or larger, and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

Shorter length sample splice and control bars may be furnished if approved in writing by the Engineer.

Each sample splice and its associated control bar shall be identified and marked as a set. Each set shall be identified as representing a prejob, production, or job control sample splice.

The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in "Prejob Test Requirements for Ultimate Butt Splices" specified herein, or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in the "No Splice Zone" shown on the plans.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications shall not apply.

The provisions for total slip shall not apply to any ultimate splices that are welded or that are used on hoops.

The independent qualified testing laboratory used to perform the testing of all ultimate butt sample splices and control bars shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project, and shall have the following:

- A. Proper facilities, including a tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.
- B. A device for measuring the total slip of the reinforcing bars across the splice to the nearest 25  $\mu$ m, that, when placed parallel to the longitudinal axis of the bar is able to simultaneously measure movement across the splice, at 2 locations, 180 degrees apart.

- C. Operators who have received formal training for performing the testing requirements of ASTM Designation: A 370/A 370M and California Test 670.
- D. A record of annual calibration of testing equipment performed by an independent third party that has 1) standards that are traceable to the National Institute of Standards and Technology, and 2) a formal reporting procedure, including published test forms.

### **Ultimate Butt Splice Test Criteria**

Ultimate prejob, production, and job control sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370/A 370M and California Test 670.

Ultimate prejob and production sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample. In addition, necking of the bar shall be visibly evident at rupture regardless of whether the bar breaks inside or outside the affected zone.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.

The ultimate tensile strength of each control bar shall be determined by tensile testing the bar to rupture and shall be determined for all control bars, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

Testing to determine the minimum tensile strength, in conformance with the provisions in the ninth paragraph of Section 52-1.08, "Splicing," of the Standard Specifications, will not be required.

### **Prejob Test Requirements for Ultimate Butt Splices**

Prior to use in the work, all ultimate butt splices shall conform to the following prejob test requirements:

- A. Eight prejob sample splices for each bar size of each splice type including ultimate mechanical butt splices, ultimate complete joint penetration butt welded splices, and ultimate resistance butt welded splices, that will be used in the work, shall be fabricated by the Contractor. For deformation-dependent types of couplers, 8 sample prejob splices shall also be fabricated for each reinforcing bar size and deformation pattern that will be used in the work.
- B. The sample splices shall be fabricated using the same splice materials, position, operators, location, and equipment, and following the same procedures as will be used to make the splices in the work. In addition, for resistance butt welded splices, the sample splices shall have the weld flash removed and be epoxy-coated as specified elsewhere in these special provisions.
- C. At the option of the Contractor, operator qualification tests may be performed simultaneously with the preparation of prejob sample splices.
- D. If different diameters of hoops are shown on the plans, prejob sample splices, as described above, will only be required for the smallest hoop diameter. In addition, these splices shall be fabricated using the same radius as shown on the plans for these hoops.
- E. Unless otherwise directed in writing by the Engineer, 4 prejob sample splices and control bar sets shall be shipped to the Transportation Laboratory and the remaining 4 sets shall be tested by the Contractor's independent qualified testing laboratory.
- F. Each group of 4 sets from a prejob test shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested by the Transportation Laboratory, nor shall they be tested by the independent laboratory.
- G. All 8 sample splices from each prejob test shall conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein.
- H. Prior to performing any tensile tests on prejob test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. All 3 of these remaining samples tested shall conform to the aforementioned slip requirements.
- I. For each bundle of 4 sets, a Prejob Test Report shall be prepared by the independent testing laboratory performing the testing. The report shall 1) be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California; 2) include, as a minimum, the following information for each set: contract number, bridge number, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice; and 3) be submitted to the QCM for review and approval, and then to the Engineer.



- J. Test results for each bundle of 4 sets will be reported in writing to the Contractor within 10 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received.
- K. Should the Engineer fail to provide the test results within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in providing the test results, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **Production Test Requirements for Ultimate Butt Splices**

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.

A lot of ultimate butt splices is defined as 1) 150, or fraction thereof, of the same type of ultimate mechanical butt splices used for each bar size and each bar deformation pattern that is used in the work or 2) 150, or fraction thereof, of ultimate complete joint penetration butt welded splices, or ultimate resistance butt welded splices for each bar size used in the work. If different diameters of hoop reinforcement are shown on the plans, separate lots shall be used for each different hoop diameter.

After all splices in a lot have been completed and the bars have been epoxy-coated, the QCM shall notify the Engineer in writing that all couplers in this lot conform to the specifications and are ready for testing. The sample splices will either be selected by the Engineer at the job site or a fabrication facility, provided the facility is located within an 80-km radius of the jobsite.

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor or QCM shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory, in the presence of either the Engineer or the Engineer's authorized representative.

The Engineer or the Engineer's authorized representative will be at the independent qualified testing laboratory within a maximum of 5 working days after receiving written notification that the samples are at the laboratory and ready for testing. Should the Engineer or the Engineer's authorized representative fail to be at the laboratory within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

A sample splice or control bar from any set will be rejected if any tamper-proof marking or seal is disturbed prior to testing.

The 4 sets from each production test shall be securely bundled together and identified with a completed sample identification card prior to shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sets of splices shall not be tested.

A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each set: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before any splices represented by the report are encased in concrete. The Engineer shall have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Prior to performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining

samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to these requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be considered acceptable.

Should only 2 sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.

If only one sample splice from any production test conforms to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be rejected.

If a production test for any lot fails, the Contractor will be required to repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects any additional splices from this lot for further testing.

Whenever any lot of ultimate butt splices is rejected, additional ultimate butt splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for correcting these failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. Should the Engineer not provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Production tests will not be required on any repaired splice from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair.

Should an additional production test be required, the Engineer may select any repaired splice for use in the additional production test.

#### **Quality Assurance Test Requirements for Ultimate Butt Splices**

For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 additional production tests, or portion thereof, performed thereafter, the Contractor shall concurrently prepare 4 additional ultimate job control sample splices along with associated control bars. These ultimate job control samples shall be prepared in the same manner as specified herein for ultimate prejob sample splices and control bars.

Each time 4 additional ultimate job control sample splices are prepared, 2 of these job control sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall conform to the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

The 2 remaining job control sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped, unless otherwise directed in writing by the Engineer, to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

Test results for each bundle of 4 sets will be reported in writing to the Contractor within 3 working days after receipt of the bundle by Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **SERVICE BUTT SPLICES**

Service butt splices shall be used at the locations shown on the plans, and shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions. Service butt splices shall be either welded or

mechanical splices. Unless otherwise specified, mechanical lap splices shall be treated as service butt splices as specified herein.

### **General Requirements**

The Contractor shall designate in writing a service butt splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all service butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding service butt splicing to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

All service prejob and production sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller, and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point; and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Any splice that shows signs of tampering will be rejected.

Shorter length sample splice bars may be furnished if approved in writing by the Engineer.

Each set shall be identified as representing either a prejob or production test sample splice.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications shall not apply.

When joining new reinforcing bars to existing reinforcement, the prejob sample splices shall be made using only the deformation pattern of the new reinforcement to be joined.

The provisions for total slip shall not apply to any service splices that are welded.

The independent qualified testing laboratory used to perform the testing of all service butt sample splices shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project, and shall have the following:

- A. Proper facilities, including a tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.
- B. A device for measuring the total slip of the reinforcing bars across the splice to the nearest 25  $\mu$ m, that, when placed parallel to the longitudinal axis of the bar is able to simultaneously measure movement across the splice, at 2 locations, 180 degrees apart.
- C. Operators who have received formal training for performing the testing requirements of ASTM Designation: A 370/A 370M and California Test 670.
- D. A record of annual calibration of testing equipment performed by an independent third party that has 1) standards that are traceable to the National Institute of Standards and Technology, and 2) a formal reporting procedure, including published test forms.

### **Service Butt Splice Test Criteria**

Service prejob sample splices and production sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370/A 370M and California Test 670.

Service prejob sample splices and production sample splices shall develop a minimum tensile strength of not less than 550 Mpa.

### **Prejob Test Requirements for Service Butt Splices**

Prior to use in the work, all service butt splices shall conform to the following prejob test requirements:

- A. Four prejob sample splices for each bar size of each splice type including service mechanical butt splices, service complete joint penetration butt welded splices, and service resistance butt welded splices, that will be used in the work, shall be fabricated by the Contractor. For deformation-dependent types of couplers, 4 sample prejob splices shall also be fabricated for each reinforcing bar size and deformation pattern that will be used in the work.
- B. The sample splices shall be fabricated using the same splice materials, position, operators, location, and equipment, and following the same procedures as will be used to make the splices in the work.
- C. At the option of the Contractor, operator qualification tests may be performed simultaneously with the preparation of prejob sample splices.
- D. Unless otherwise directed in writing by the Engineer, the 4 sample splices shall be tested by the Contractor's independent qualified testing laboratory.
- E. Each group of 4 samples from a prejob test shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 samples shall not be tested by the independent laboratory.

- F. All 4 sample splices from each prejob test shall conform to the provisions in "Service Butt Splice Test Criteria" specified herein.
- G. Prior to performing any tensile tests on prejob test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. All 3 of these remaining samples tested shall conform to the aforementioned slip requirements.
- H. For each bundle of 4 samples, a Prejob Test Report shall be prepared by the independent testing laboratory performing the testing. The report shall 1) be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California; 2) include, as a minimum, the following information for each sample: contract number, bridge number, bar size, type of splice, length of mechanical splice, physical condition of test sample splice, any notable defects, total measured slip, and ultimate strength of each splice; and 3) be submitted to the QCM for review and approval, and then to the Engineer.

#### **Production Test Requirements for Service Butt Splices**

Production tests shall be performed by the Contractor's independent laboratory for all service butt splices used in the work. Unless otherwise specified, a production test shall consist of 4 sample splices prepared for each lot of completed splices. The samples shall be prepared by the Contractor in the same manner as specified herein for service prejob sample splices, and then tested by the independent laboratory in the presence of either the Engineer or the Engineer's authorized representative.

A lot of service butt splices is defined as 1) 150, or fraction thereof, of the same type of service mechanical butt splices used for each bar size and each bar deformation pattern that is used in the work or 2) 150, or fraction thereof, of service complete joint penetration butt welded splices, or service resistance butt welded splices for each bar size used in the work.

The Engineer or the Engineer's authorized representative will be at the independent qualified testing laboratory within a maximum of 5 working days after receiving written notification that the samples are at the laboratory and ready for testing. Should the Engineer or the Engineer's authorized representative fail to be at the laboratory within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The 4 samples from each production test shall be securely bundled together and identified with a completed sample identification card prior to shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 samples of splices shall not be tested.

A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each sample: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, physical condition of test sample splice, any notable defects, total measured slip, ultimate strength of each splice.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before any splices represented by the report are encased in concrete. The Engineer shall have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Prior to performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet the slip requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to the slip requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from any production test conform to the provisions in "Service Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be considered acceptable, provided all 4 samples develop a minimum tensile strength of not less than 420 Mpa.

Should only 2 sample splices from any production test conform to the provisions in "Service Butt Splice Test Criteria" specified herein, one additional production test shall be performed on the same lot of splices. This additional production test shall consist of testing 4 samples splices that have been randomly selected by the Engineer and removed by the Contractor

from the actual completed lot of splices. Should any of the 4 splices from this additional test fail to conform to these provisions or to develop a minimum tensile strength of not less than 550 Mpa, all splices in the lot represented by these production tests will be rejected.

If only one sample splice from any production test conforms to the provisions in "Service Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be rejected.

If a production test for any lot fails, the Contractor will be required to repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects any additional splices from this lot for further testing.

Whenever any lot of service butt splices is rejected, additional service butt splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for correcting these failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. Should the Engineer not provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **EPOXY-COATED PREFABRICATED REINFORCEMENT**

Bar reinforcement to be epoxy-coated shall conform to the ASTM Designation and grade required or permitted by Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications, for the location or type of structure involved. The coated bar reinforcement shall conform to the requirements in ASTM Designation: A 934/A 934M except as provided herein.

Wire reinforcement to be epoxy-coated shall conform to the ASTM Designation and grade required or permitted by Section 52-1.02D, "Reinforcing Wire and Plain Bars," of the Standard Specifications, for the location or type of structure involved. The coated wire reinforcement shall conform to the requirements for Class A, Type 2 coating of ASTM Designation: A 884/A 884M except as provided herein.

Appendices X1 and X2, "Guidelines For Job-Site Practices," of ASTM Designation: A 884/A 884M and A 934/A 934M, respectively, shall apply except as provided herein. The term "shall" shall replace the term "should" in these appendices. Section X1.2 of Appendix X1 and Section X2.2 of Appendix X2 shall not apply.

All coatings shall be purple or gray in color.

Except for field welding of butt splices, all welding of reinforcement shall be complete prior to epoxy coating the reinforcement.

Prior to epoxy coating, all resistance butt welds shall have the weld flash removed to produce a smooth profile free of any sharp edges that would prevent proper coating of the bar. The flash shall be removed such that the ultimate tensile strength and elongation properties of the bar are not reduced, and the outside radius of the flash, at any point along the circumference of the bar, is 1) not less than the nominal radius of the bar, nor 2) greater than 5 mm beyond the nominal radius of the bar.

A proposed weld flash removal process shall be submitted to and approved by the Engineer in writing, prior to performing any removal work. The submittal shall demonstrate that the proposed flash removal process produces a smooth profile that can be successfully epoxy-coated in conformance with the requirements specified herein.

Bending of epoxy-coated reinforcement after the coating has been applied will not be allowed.

When any portion of a reinforcing bar or wire requires epoxy coating, the entire bar or wire shall be coated, except, when the bar or wire is spliced outside of the limits of epoxy coating shown on the plans, epoxy coating will not be required on the portion of bar or wire beyond the splice.

Within areas where epoxy-coated reinforcement is required, tie wire and bar chairs or other metallic devices used to secure or support the reinforcement shall be plastic-coated or epoxy-coated to prevent corrosion of the devices or damage to the coated reinforcement.

Prior to coating, the Contractor shall furnish to the Transportation Laboratory a representative 110 g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.

Two 700-mm long samples of coated bar or wire reinforcement from each size and from each load shipped to the jobsite shall be furnished to the Engineer for testing. These samples shall be representative of the material furnished. These samples, as well as any additional random samples taken by the Engineer, may be tested for specification compliance. Additional sampling, and all tests performed by the Engineer, may be performed at any location deemed appropriate by the Engineer. Failure of any sample to meet the requirements of the specifications will be cause for rejection.

If any bar tested for coating thickness or for adhesion of coating fails to meet the requirements for coated bars in Section 9 of ASTM Designation: A 934/A 934M, 2 retests on random samples taken from bars represented by the failed test will be conducted for each failed test. If the results of both retests meet the specified requirements, the coated bars represented by the samples may be certified as meeting the test requirements.

If any wire reinforcement tested for coating thickness or for flexibility fails to meet the requirements for coated wire in Section 8 of ASTM Designation: A 884/A 884M, 2 retests on random samples taken from wire represented by the failed test will be conducted for each failed test. If the results of both retests meet the specified requirements, the coated wire represented by the samples may be certified as meeting the test requirements.

Epoxy-coated reinforcement shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the reinforcement from exposure to sunlight, salt spray, and weather. For stacked bundles, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the reinforcement to prevent condensation under the covering. Epoxy-coated reinforcement shall not be stored within 300 m of ocean or tidal water for more than 2 months.

All visible damage to coatings caused by shipping, handling, or installation shall be repaired as required for repairing coating damaged prior to shipment conforming to the requirements in ASTM Designation: A 934/A 934M for bar reinforcement or ASTM Designation: A 884/A 884M for wire reinforcement. When the extent of coating damage prior to repair exceeds 2 percent of the bar or wire surface area in any 300-mm length, repair of the bar or wire will not be allowed, and the coated bar or wire will be rejected.

The patching material and process shall be suitable for field application. The patching material shall be prequalified as required for the coating material and shall be either identified on the container as a material compatible with the reinforcement coating, or shall be accompanied by a Certificate of Compliance certifying that the material is compatible with the reinforcement coating. Damaged areas shall be patched in conformance with the patching material manufacturer's recommendations.

Except for lap splices, all splices for epoxy-coated reinforcement shall be coated with a corrosion protection covering that is on the Department's list of approved products. The covering shall be installed in conformance with the manufacturer's recommendations and as directed by the Engineer. The list is available from the Transportation Laboratory.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for each shipment of epoxy-coated bar or wire reinforcement certifying that the coated bars or wire conform to the requirements in ASTM Designation: A 934/A 934M for bars or A 884/A 884M for wire and Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications. This Certificate of Compliance shall include all the certifications specified in ASTM Designation: A 934/A 934M for bars or ASTM Designation: A 884/A 884M for wire and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

Any portion of bar or wire reinforcement extending beyond the limits for epoxy-coated reinforcement shown on the plans will be measured and paid for as bar reinforcing steel (bridge).

## **MEASUREMENT AND PAYMENT**

Measurement and payment for reinforcement in structures shall conform to the provisions in Section 52-1.10, "Measurement," and Section 52-1.11, "Payment," of the Standard Specifications and these special provisions.

Full compensation for conforming to the provisions of "Ultimate Butt Splices," of these special provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for conforming to the provisions of "Service Butt Splices," of these special provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Epoxy-coated bar reinforcing steel will be measured and paid for as Bar Reinforcing Steel (Bridge).

### **10-1.52 ROADSIDE SIGNS**

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m<sup>3</sup>, and need not be incised.

### **10-1.53 PLASTIC PIPE**

Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications.

#### 10-1.54 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 1.2 m or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When reinforced concrete pipe is installed in conformance with the details shown on Revised Standard Plan A62DA, the fifth paragraph of Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications shall not apply.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The excavation and backfill below the planned elevation of the bottom of the bedding will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Outer Bedding shown on Revised Standard Plan A62DA shall not be compacted prior to placement of the pipe.

Timber bulkheads shall be constructed and placed across the ends of unconnected reinforced concrete pipe as shown on the plans. Wood for timber bulkheads shall be construction heart grade redwood at least 25 mm thick. Full compensation for constructing and placing timber bulkheads shall be considered as included in the contract price paid per meter for the reinforced concrete pipe involved and no separate payment will be made therefor.

Reinforced concrete pipe shall be either cast or spun. Cast reinforced concrete pipe shall be manufactured by placing the concrete into stationary, vertical, cylindrical metal forms. Spun reinforced concrete pipe shall be manufactured by introducing the concrete into a rotating, horizontal, cylindrical metal form.

Special reinforced concrete pipe, having concrete cover over the steel reinforcement greater than the cover specified in AASHTO Designation: M 170M, shall conform to the provisions in Section 65-1.02, "Materials," and Section 65-1.02A, "Circular Reinforced Concrete Pipe," of the Standard Specifications, except the width of crack produced by the D-load test specified in AASHTO Designation: M 170M shall be the width determined by the following formula:

$$b = \frac{t - 3 / 8d}{t - 3 / 8d - C} \times 0.3\text{-mm}$$

Where:

b = Width of crack to be produced in lieu of the 0.3-mm crack specified in AASHTO Designation: M 170M

t = Wall thickness of pipe, mm

d = Effective depth of the section to be tested, m

C = Concrete cover over steel reinforcement in excess of cover specified in AASHTO Designation: M 170M

Reinforced concrete pipe that is to be hydrostatically tested shall be strength tested by the 3-edge bearing method to a maximum D-load of 10 percent greater than the 0.3-mm cracking D-load specified in AASHTO Designation: M 170M or to the actual D-load required to produce a 0.3-mm crack, whichever is the lesser.

Special oval shaped reinforced concrete pipe, having concrete cover over the steel reinforcement greater than the cover specified in AASHTO Designation: M 207M, shall conform to the provisions in Section 65-1.02, "Materials," and Section 65-1.02B, "Oval Shaped Reinforced Concrete Pipe," of the Standard Specifications, except the width of crack produced by the D-load test specified in AASHTO Designation: M 207M shall be the width determined by the following formula:

$$b = \frac{t - 3 / 8d}{t - 3 / 8d - C} \times 0.3\text{-mm}$$

Where:

b = Width of crack to be produced in lieu of the 0.3-mm crack specified in AASHTO Designation: M 207M

t = Wall thickness of pipe, mm

d = Effective depth of the section to be tested, m

C = Concrete cover over steel reinforcement in excess of cover specified in AASHTO Designation: M 207

Oval shaped reinforced concrete pipe that is to be hydrostatically tested shall be strength tested by the 3-edge bearing method to a maximum D-load of 10 percent greater than the 0.3-mm cracking D-load specified in AASHTO Designation: M 207M or to the actual D-load required to produce a 0.3-mm crack, whichever is the lesser.

#### **10-1.55 CORRUGATED METAL PIPE**

Corrugated steel pipe culverts, inlets and risers shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

#### **10-1.56 EDGE DRAIN**

Edge drains shall conform to the provisions in Section 68-3, "Edge Drains," of the Standard Specifications.

#### **10-1.57 PERMEABLE MATERIAL**

Permeable material shall be constructed in conformance with the details shown on the plans and these special provisions.

Permeable material shall be Class 1, Type B and shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications, except for payment.

Permeable material will be measured by the cubic meter.

The contract price paid per cubic meter for permeable material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing a permeable material, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.58 MISCELLANEOUS FACILITIES**

Corrugated steel pipe risers, corrugated steel pipe inlets, alternative flared end sections, and precast concrete pipe manholes shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

#### **10-1.59 SLOPE PROTECTION**

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Embankment material shall be placed around rock slope protection as the rocks are being placed in Laguna Canyon Creek (Drainage System No. 1) and Drainage System 89.

Full compensation for placing embankment material shall be considered as included in the contract price paid per ton for rock slope protection (1/2 T, Method B) or rock slope protection (backing No.2, Method B) and no separate payment will be made therefor.

Rock slope protection fabric shall be woven type fabric, Type B.

#### **10-1.60 GABIONS**

Gabions shall be constructed as shown on the plans and in conformance with these special provisions.

Gabions shall consist of wire mesh, cubical-celled or mattress-styled baskets that are filled on the project site with hard, durable rock.

Standard gabion sizes and the overall plan and profile dimensions of the gabion structures shall be as shown on the plans. Each standard gabion size shall be divided into one meter long cells by diaphragm panels. The width, height or length of the standard gabions shall not vary more than 5 percent from the dimensions specified in these special provisions or as shown on the plans.

Empty gabion baskets shall be assembled individually and joined successively. Individual gabion mesh panels (base, front, ends, back, diaphragms, and lid) and successive gabions shall be assembled so that the strength and flexibility along the joints is comparable to a single panel.



## MATERIALS

All materials for the gabions and gabion assembly shall conform to the provisions in these special provisions. Each shipment of gabion baskets to the project site shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

### Mesh

At the Contractor's option, either twisted mesh or welded mesh shall be used, in conformance with Table 1 and Table 2 herein. For each standard gabion size, the same mesh style shall be used for the base, front, ends, back, diaphragms, and lid panels. Individual wires of either the twisted-mesh style or the welded-mesh style shall conform to the definitions and requirements in ASTM Designation: A641/A641 M.

Mattress-style gabion baskets that are 0.3-m and 0.5-m high shall be manufactured from either 11-gage (3.05 mm) welded mesh or twisted mesh. Cubical-celled gabion baskets that are one meter high by one meter wide shall be fabricated from 11-gage (3.05 mm) twisted mesh or welded mesh gages between 11-gage (3.05 mm) and 9-gage (3.76 mm), inclusive.

Table 1

CUBICAL-CELLED FACILITIES	
USA WIRE GAGE	MESH STYLE
11	Twisted Mesh
11 Min to 9 Max	Welded Mesh

Table 2

MATTRESS-STYLE FACILITIES	
USA WIRE GAGE	MESH STYLE
11	Twisted Mesh
11	Welded Mesh

GABION MESH MATERIAL PROPERTIES

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	410 MPa
Wire Size	USA Steel Wire Gage	11
Wire Diameter	ASTM A641/A641 M	3.05 mm
(Minimum)	ASTM A641/A641 M	2.95 mm
Galvanizing, Zinc	ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	240 g/m <sup>2</sup>
Wire Size	USA Steel Wire Gage	9
Wire Diameter	ASTM A641/A641 M	3.76 mm
(Minimum)	ASTM A641/A641 M	3.66 mm
Galvanizing, Zinc	ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	270 g/m <sup>2</sup>

Twisted-mesh wires shall form a uniform hexagonal pattern and shall be formed with a nonraveling twist. The area of the hexagonal opening shall not exceed the dimensions shown on the plans. Twisted-mesh gabion panels shall be manufactured from 11-gage (3.05 mm) wires with 9-gage (3.76 mm) selvage wires.

Welded-mesh wires shall form a grid pattern as shown on the plans. Welds shall be made by resistance welding. Welds and panels shall conform to the requirements in ASTM Designation: A185, except weld shears shall be 2.7 kN for 11-gage (3.05 mm) wires and 3.6 kN for 9-gage (3.76 mm) wires. Resistance welding after coating the wire with zinc will be acceptable if there are no large splashes, flakes or flashes of zinc at the weld.

### Joints

Standard tie wire and standard spiral binder shall conform to the definitions and requirements in ASTM Designation: A641/A641 M and shall conform to the following provisions:

Minimum Tensile Strength	ASTM A370	410 MPa
Tie Wire		
Wire Size (Minimum)	USA Steel Wire Gage	13.5
Wire Diameter (Minimum)	ASTM A641/A641 M	2.19 mm
Zinc Coating	ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	2.09 mm
		220 g/m <sup>2</sup>
Spirals		
Wire Size (Maximum)	USA Steel Wire Gage	9
Wire Diameter (Minimum)	ASTM A641/A641 M	3.76 mm
Zinc Coating	ASTM A641/A641 M, Class 3 and ASTM A90 / A90M	3.66 mm
		270 g/m <sup>2</sup>

Spiral binders shall have a 75 mm to 85 mm separation between continuous, successive loops.

Alternative fasteners shall have the configurations, wire diameters, and other dimensions shown on the plans. Alternative fasteners shall conform to the definitions and requirements in ASTM Designation: A764 for "Metallic Coated Carbon Steel Wire, Coated at Size and Drawn to Size for Mechanical Springs." Interlocking fasteners shall conform to Tensile Requirement Class I, Finish 2 and shall have a Class 3 zinc coating, Overlapping fasteners shall conform to Tensile Requirement Class II, Finish 1 and shall have a Class 3 zinc coating.

#### Internal Connecting Wire

Internal connecting wires shall be 13.5-gage (2.19 mm) minimum. Each wire shall conform to the minimum requirements for standard tie wire in these special provisions and shall be installed in conformance with the provisions in these special provisions and as shown on the plans. Alternatively, at the Contractor's option, preformed stiffeners may be substituted for internal connecting wires. Preformed stiffener wire shall meet the requirements specified for standard tie wire and shall be installed in conformance with these special provisions and the manufacturer's recommendations.

#### Rock Slope Protection Fabric

Rock slope protection fabric for use with gabions shall conform to the provisions in Section 88-1.04, "Rock Slope Protection Fabric," of the Standard Specifications and these special provisions.

#### Rock

Rock for filling gabions, which are greater than or equal to 0.5-m in height, shall vary in size and shall conform to the following:

Screen Size (mm)	Percentage Passing
305	100
102	0-5

Rock for filling gabions, which are equal to 0.3-m in height, shall vary in size and shall conform to the following:

Screen Size (mm)	Percentage Passing
203	100
102	0-5

Rock shall conform to the material provisions for rock slope protection in Section 72-2.02, "Materials," of the Standard Specifications.

The minimum unit mass of a rock-filled gabion shall be 1750 kg/m<sup>3</sup>. Verification of the 1750 kg/m<sup>3</sup> shall be performed when ordered by the Engineer. Verification shall be performed on the smallest standard gabion size to be used on the project. The rock supplied for the project shall be used for verification. Filling shall be done using the same method intended for actual construction. The mass of a rock-filled gabion shall be determined using available certified scales. The volume for calculating the unit mass shall be determined on the theoretical volume of the standard gabion which is rock-filled and weighed.

## **GRADING, EXCAVATION AND BACKFILL**

Areas where gabions are to be placed shall be constructed to the lines and grades shown on the plans and as determined by the Engineer. Excavation or backfill for achieving the required grades shall conform to the provisions for structure excavation and backfill in Section 19, "Earthwork," of the Standard Specifications.

## **ROCK SLOPE PROTECTION FABRIC PLACEMENT**

Rock slope protection fabric shall be placed in conformance with the provisions in Section 72-2.025, "Rock Slope Protection Fabric" of the Standard Specifications. Rock slope protection fabric shall be placed on the subgrade, backslope, and sides of excavations. If earth fill is to be placed over the gabions, rock slope protection fabric shall be placed on top of the gabions, before placing the earth fill.

## **CONSTRUCTION**

Gabions shall be assembled individually as empty units. Each gabion shall be manufactured with the necessary panels, properly spaced and secured, so that the panels can be rotated into position at the construction site with no additional tying of the rotation joint. The panels and diaphragms shall be rotated into position and joined along the vertical edges.

For twisted mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) of 13.5-gage (2.19 mm) standard tie wire at 100-mm nominal spacing. Joints shall not be constructed with simple spiraling (looping without locking) of the standard tie wires.

When standard tie wire is used as a joint connector for welded mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) in every mesh opening along the joint. When 9-gage (3.76 mm) spiral binders are used, the spiral shall be placed so that the spiral binder passes through each mesh opening along the joint. Both ends of all 9-gage (3.76 mm) spiral binders shall be crimped to secure the spiral in place.

Temporary fasteners may be used to hold panels wherever gabion-to-gabion joints will be constructed. Temporary fasteners may remain in place.

At the Contractor's option, interlocking fasteners or overlapping fasteners may be used for assembly of either the twisted-mesh or welded-mesh gabions. A fastener shall be placed in each mesh opening along the joint (a minimum of 10 fasteners per meter).

## **ASSEMBLY OF SUCCESSIVE GABION BASKETS (GABION-TO-GABION JOINTS)**

Gabion baskets shall be set in place. Individually constructed gabion baskets shall then be joined successively to the next gabion baskets with 13.5-gage (2.19 mm) tie wire or 9-gage (3.76 mm) standard spiral binder before filling the basket with rock. The 13.5-gage (2.19 mm) standard tie wire or 9-gage (3.76 mm) standard spiral binder shall secure, in one pass, all selvage or end wires of the panels of all adjacent baskets along the joint.

When forming successive gabion-to-gabion joints with alternative fasteners, there shall be one alternative fastener in each mesh opening. The alternative fastener shall contain and secure all the wires along the joint.

Gabion baskets shall be joined along the front, back, and ends, including the tops and bottoms of the adjacent gabions.

## **ASSEMBLY OF MULTIPLE LAYERED GABIONS**

Multi-layered gabion configurations shall be stepped and staggered as shown on the plans or as designated by the Engineer.

When constructing multi-layered gabion configurations, each layer of gabions shall be joined to the underlying layer along the front, back, and ends.

## **ASSEMBLY OF SHEAR KEY GABIONS**

Shear key gabions, or counterforts, shall be spaced as shown on the plans. Shear key gabions shall be tied to adjacent gabions in the manner specified for "Assembly of Successive Gabion Baskets (Gabion-to-Gabion Joints)" of these special provisions.

## **ASSEMBLY OF TRANSITIONAL GABIONS**

To match the geometry of the planned gabion configuration, or to meet specific conditions, panels shall be folded, cut and fastened as shown on the plans or as directed by the Engineer.

## **FILLING WITH ROCK**

Before filling each gabion basket with rock, all kinks and folds in the wire fabric shall be straightened and all successive gabions shall be properly aligned.

Rock shall be placed in the baskets to provide proper alignment, avoid bulges in the wire mesh, and provide a minimum of voids. All exposed rock surfaces shall have a smooth and neat appearance. Sharp rock edges shall not project through the wire mesh.

Internal connecting wires or preformed stiffeners shall be used to produce a flat, smooth external surface, when constructing with 0.5-m or one meter high gabions. If the Engineer determines that there is excessive bulging or dimpling of the outside panels, the unit shall be reconstructed at the Contractor's expense.

When filling one meter high gabions, rock shall be placed in 3 nominal 0.33-m layers to allow placement of the 13.5-gage (2.19 mm) internal connecting wires. The wires shall be fastened as shown on the plans. Alternatively, preformed stiffeners may be installed at the one-third points in conformance with the recommendations of the manufacturer, to produce a smooth external surface.

When filling 0.5-m high gabions, 2 nominal 0.25-m layers of rock shall be placed to allow placement of a set of internal connecting wires or preformed stiffeners. The configuration of wires shall be similar to those used on the one meter high gabions, except there shall be only one set of internal connecting wires instead of the 2 sets of internal connecting wires or preformed stiffeners.

The last layer of rock shall slightly overfill the gabion baskets so that the lid will rest on rock when the lid is closed.

### **CLOSURE OF LIDS**

Lids shall be tied along the front, ends, and diaphragms in conformance with the provisions in "Assembly of Successive Gabion Baskets (Gabion-to-Gabion Joints)" of these special provisions.

### **MEASUREMENT**

Gabions will be measured by the cubic meter as determined from the dimensions shown on the plans or the dimensions directed by the Engineer and gabions placed in excess of these dimensions will not be paid for.

### **PAYMENT**

The contract price paid per cubic meter for gabion shall include full compensation for furnishing all labor, materials (including gabion baskets, rock and rock slope protection fabric), tools, equipment, and incidentals, and for doing all the work involved in constructing gabions, complete, in place, including excavation and backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.61 MISCELLANEOUS CONCRETE CONSTRUCTION**

Drainage inlet aprons and invert paving shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

The surface of the paved invert for Drainage System 83 shall be given a coarse texture by brooming with a stiff bristled broom or by other suitable devices which will result in a uniform transverse scoring, in advance of curing operations.

### **10-1.62 MISCELLANEOUS IRON AND STEEL**

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

### **10-1.63 FENCE (TYPE WIRE, 5-STRAND, WOOD POST)**

Fence (Type Wire, 5-Strand, Wood Post) shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Wire shall conform to the requirements for Barbed Wire in the standard specifications.

Wire shall not contain barbs.

The fence material shall be fastened to untreated wood posts.

### **10-1.64 CHAIN LINK FENCE**

Chain link fence and chain link gates shall be Type CL-2.4 and Type CL-1.8 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

### **10-1.65 DELINEATORS**

Delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

#### **10-1.66 METAL BEAM GUARD RAILING**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

#### **TERMINAL SYSTEM (TYPE SRT)**

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal (8 post system) as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

The 5 mm x 44 mm x 75 mm plate washer shown on the elevation view and in Section D-D at Wood Post No. 1 shall be omitted.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal (8 post system) from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal (8 post system), FOB Centerville, Utah is \$845.00, not including sales tax.

The above price will be firm for orders placed on or before July 31, 2003, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached, shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

#### **10-1.67 TUBULAR HAND RAILING**

Tubular handrailing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

#### **10-1.68 CABLE RAILING**

Cable railing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

#### **10-1.69 CONCRETE BARRIER**

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Attention is directed to Architectural Surface (Textured Concrete) of these special provisions.

Type 732A (Mod) concrete barriers will be measured and paid for as concrete barrier (Type 732 (Mod)).

#### **10-1.70 CRASH CUSHION, SAND FILLED**

Sand filled crash cushions shall be furnished and installed as shown on the plans and in conformance with these special provisions.

A sand filled crash cushion shall consist of a grouping of sand filled modules.

Crash cushions shall be installed at the locations shown on the plans.

At the Contractor's option, modules for use in sand filled crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TraFFix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755
  - 1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070
- B. TraFFix Sand Barrels, manufactured by TraFFix Devices, Inc., 220 Calle Pintesco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205
  - 1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
  - 2. Distributor (North): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in the crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color as furnished by the vendor, with black lids. The exterior components of the modules shall be formulated or processed to resist deterioration from ambient ultraviolet rays. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushions comply with the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water, as determined by California Test 226.

Modules placed on bridge decks shall be provided with positioning blocks fastened to the deck surface. Positioning blocks shall be shaped as segments of a ring and placed along the inner or outer periphery of the module wall. A minimum of 2 blocks, a minimum of one-sixth of a ring in length shall be provided for each module. Positioning blocks and fasteners shall be of a material that is corrosion and water resistant.

Module cylinders shall be filled with sand in conformance with the manufacturer's directions and to the sand capacity in kilograms for each module shown on the plans.

Lids shall be securely attached as recommended by the manufacturer.

A Type R or Type P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods approved by the Engineer.

Sand filled crash cushions, regardless of the number of modules required in each sand filled crash cushion, will be measured and paid for by the unit as crash cushion, sand filled. The quantity to be paid for will be determined from actual count of the units in place in the completed work.

The contract unit price paid for crash cushion, sand filled shall include full compensation for furnishing all labor, materials (including sand and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing crash cushions, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.71 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 2.0 mm.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

#### **10-1.72 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING**

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the painted traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of painted traffic stripes and pavement markings, the tape will be measured and paid for by the meter as paint traffic stripe and by the square meter as paint pavement marking of the number of coats designated in the Engineer's Estimate.

#### **10-1.73 PAVEMENT MARKERS**

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

### **SECTION 10-2. (BLANK)**

## **SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS**

#### **10-3.01 DESCRIPTION**

Signal and lighting (modify) shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

#### **10-3.02 COST BREAK-DOWN**

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

#### **10-3.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

Traffic signal system shutdowns shall be limited to periods allowed for lane closures listed or specified in "Maintaining Traffic" of these special provisions.

#### **10-3.04 FOUNDATIONS**

Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in "Piling" of these special provisions.

Where cast-in-drilled-hole concrete pile foundations are to be constructed in slag aggregate embankments, the diameter of the pile shall be increased to provide a minimum of 75 mm of concrete cover over the reinforcing steel.

#### **10-3.05 CONDUIT**

Conduit to be installed underground shall be Type 1 unless otherwise specified.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinet shall be sealed with an approved type of sealing compound.

#### **10-3.06 PULL BOXES**

Grout shall not be placed in the bottom of pull boxes.

#### **10-3.07 CONDUCTORS AND WIRING**

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

#### **10-3.08 VEHICLE SIGNAL FACES AND SIGNAL HEADS**

Lamps for vehicular traffic signal units (except programmed visibility type) will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

#### **10-3.09 DETECTORS**

Loop detectors shall be Type E.

Loop detector lead-in cable shall be Type C.

For Type E detector loops, sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 40 mm. Slot width shall be a maximum of 20 mm. Loop wire for circular loops shall be Type 2. Slots of circular loops shall be filled with elastomeric sealant or hot melt rubberized asphalt sealant.

**SECTION 11. (BLANK)**

**SECTION 12. (BLANK)**

**SECTION 13. (BLANK)**



## SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

### Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_  
  - a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_
6. Provide a copy of the joint venture agreement. \_\_\_\_\_
7. What is the claimed percentage of MBE ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).  
  - a. Profit and loss sharing. \_\_\_\_\_

- b. Capital contributions, including equipment.
  - c. Other applicable ownership interests.
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- a. Financial decisions \_\_\_\_\_
  - b. Management decisions, such as:
    - (1) Estimating \_\_\_\_\_
    - (2). Marketing and sales \_\_\_\_\_
    - (3). Hiring and firing of management personnel \_\_\_\_\_
    - (4) Purchasing of major items or supplies \_\_\_\_\_
  - c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

#### Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women.

(The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing

areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.



- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon

Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis,

highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **Notice To All Personnel Engaged On Federal-Aid Highway Projects**

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person



who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
---	-----

The following are goals for minority utilization:

### CALIFORNIA ECONOMIC AREA

	<b>Goal (Percent)</b>
<b>174 Redding, CA:</b>	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
<b>175 Eureka, CA</b>	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
<b>176 San Francisco-Oakland-San Jose, CA:</b>	
SMSA Counties:	
7120 Salinas-Seaside-Monterey, CA	28.9
CA Monterey.	
7360 San Francisco-Oakland	25.6
CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
7400 San Jose, CA	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino; CA San Benito	
<b>177 Sacramento, CA:</b>	
SMSA Counties:	
6920 Sacramento, CA	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
<b>178 Stockton-Modesto, CA:</b>	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		<b>Goal (Percent)</b>
<b>179</b>	<b>Fresno-Bakersfield, CA</b>	
	SMSA Counties:	
	0680 Bakersfield, CA CA Kern.	19.1
	2840 Fresno, CA CA Fresno.	26.1
	Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
<b>180</b>	<b>Los Angeles, CA:</b>	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange.	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
	6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
<b>181</b>	<b>San Diego, CA:</b>	
	SMSA Counties	
	7320 San Diego, CA. CA San Diego.	16.9
	Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.